

**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-3**  
**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**Yellow Corporation**  
**and Other Registrants**  
**(See Table of Additional Registrants Below)**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**48-0948788**  
(I.R.S. Employer  
Identification No.)

**10990 Roe Avenue**  
**Overland Park, Kansas 66211**  
**(913) 696-6100**  
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Daniel J. Churay**  
**Yellow Corporation**  
**Senior Vice President, General Counsel and Secretary**  
**10990 Roe Avenue**  
**Overland Park, Kansas 66211**  
**(913) 696-6100**  
(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copy to:*  
**Charles L. Strauss**  
**Fulbright & Jaworski L.L.P.**  
**1301 McKinney, Suite 5100**  
**Houston, TX 77010**  
**(713) 651-5151**

**Approximate Date of Commencement of Proposed Sale to the Public:** From time to time after this registration statement becomes effective, subject to market conditions and other factors.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐  
If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒  
If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐  
If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐  
If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. ☐

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to Be Registered	Amount to Be Registered	Proposed Maximum Aggregate Price Per Unit (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
5.0% Contingent Convertible Senior Notes due 2023	\$ 250,000,000(1)	100%(3)	\$ 250,000,000(3)	\$ 20,225
Common Stock, par value \$1.00 per share (4)	6,371,050(5)	N/A	N/A	N/A
Guarantees of the 5.0% Contingent Convertible Senior Notes due 2023 (6)	N/A	N/A	N/A	N/A

- (1) Represents the aggregate principal amount of 5.0% Contingent Convertible Senior Notes due 2023 that we sold on August 8, 2003 and August 15, 2003.  
(2) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457 under the Securities Act of 1933, as amended.  
(3) Exclusive of accrued interest, if any.  
(4) The registrants will receive no consideration upon conversion of the Notes. Therefore, pursuant to Rule 457(i), no filing fee is required with respect to the shares of common stock registered hereby.  
(5) Represents the maximum number of shares of common stock initially issuable upon conversion of the Notes registered hereby. For purposes of estimating the number of shares of common stock to be included in this registration statement upon conversion of the Notes, we calculated the number of shares of common stock issuable upon conversion of the Notes at the initial conversion price of \$39.24, which equals a conversion rate of 25.4842 shares per \$1,000 principal amount of the Notes. In addition to the shares of common stock set forth in the table above, pursuant to Rule 416 under the Securities Act, we are registering an indeterminate number of shares of common stock issuable upon conversion of the Notes by means of adjustment of the conversion price pursuant to the terms of the Notes.  
(6) The 5.0% Contingent Convertible Senior Notes due 2023 are the obligations of Yellow Corporation and are guaranteed from the date of their issuance by the subsidiaries of Yellow Corporation listed on the "Table of Additional Registrants" on the following page. The registrants are hereby registering the guarantees. Pursuant to Rule 457(n), no registration fee is required with respect to the guarantees. The guarantees will not be traded separately.

**The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

TABLE OF ADDITIONAL REGISTRANTS		
Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification No.
Yellow Transportation, Inc.	Indiana	44-0594706
Yellow Technologies, Inc.	Delaware	48-1115792
Mission Supply Company	Kansas	48-0911571
Yellow Redevelopment Corporation	Missouri	43-6044821
Yellow Relocation Services, Inc.	Kansas	48-1067939
Yellow Dot Com Subsidiary, Inc.	Delaware	4801233134
MegaSys, Inc.	Indiana	35-1757591
Meridian IQ, LLC	Delaware	48-1231016
Yellow GPS, LLC	Delaware	48-1119865
Globe.com Lines, Inc.	Delaware	52-2068065

**The information in this prospectus is not complete and may be changed. We may not sell these Securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these Securities and it is not soliciting an offer to buy these Securities in any state where the offer or sale is not permitted.**

**SUBJECT TO COMPLETION, DATED OCTOBER 22, 2003**

**PROSPECTUS**

**Yellow Corporation**  
**\$250,000,000**  
**5.0% Contingent Convertible Senior Notes due 2023**  

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**Common Stock Issuable Upon Conversion of the Notes**

**Subsidiary Guarantees of the Notes**

The securities to be offered and sold using this prospectus will be offered and sold by the selling security holders named in this prospectus or in any supplement to this prospectus. See “Selling Security Holders” beginning on page 10. The Notes are convertible, at the security holder’s option, prior to the maturity date into shares of our common stock in the following circumstances:

- during any quarter commencing after September 30, 2003, if the closing sale price of our common stock over a specified number of trading days during the previous quarter is more than 120% of the conversion price of the Notes on the last trading day of the previous quarter;
- if we have called the Notes for redemption;
- during the five trading day period immediately following any nine consecutive trading day period in which the trading price of the Notes per \$1,000 principal amount for each day of such period was less than 95% of the product of the closing sale price of our common stock on that day multiplied by the number of shares of our common stock issuable upon conversion of \$1,000 principal amount of the Notes;
- upon the occurrence of specified credit rating events; or
- upon the occurrence of specified corporate transactions.

The Notes are initially convertible at a conversion price of \$39.24 per share, which is equal to a conversion rate of approximately 25.4842 shares per \$1,000 principal amount of Notes, subject to adjustment. Our common stock is listed on the Nasdaq National Market under the symbol “YELL”. On \_\_\_\_\_, 2003, the closing sale price of our common stock was \$ \_\_\_\_\_ per share.

The Notes bear interest at a rate of 5.0% per annum. Interest on the Notes is payable on August 8 and February 8 of each year, beginning on February 8, 2004. We also will pay contingent interest at a rate equal to 0.5% per annum during any six-month period, commencing with the six-month period beginning August 8, 2010, if the average trading price of the Notes per \$1,000 principal amount for the five trading day period ending on the third trading day immediately preceding the first day of the applicable six-month period equals \$1,200 or more.

The Notes will mature on August 8, 2023. We may redeem some or all of the Notes at any time on or after August 13, 2010, at a redemption price, payable in cash, of 100% of the principal amount of the Notes, plus accrued and unpaid interest (including contingent interest, if any) to the date of redemption. Holders may require us to repurchase all or a portion of their Notes on August 8, 2010, 2013 and 2018, and upon a change in control, as defined in the indenture governing the Notes, at 100% of the principal amount of the Notes, plus accrued and unpaid interest (including contingent interest, if any) to the date of repurchase, payable in cash.

The Notes are our senior unsecured obligations and rank equally with all of our other senior unsecured indebtedness and senior to any of our subordinated indebtedness outstanding or incurred in the future. The Notes are guaranteed by our domestic operating subsidiaries as of the time of the initial issuance of the Notes and certain of our future domestic subsidiaries. The Notes effectively are subordinated to any of our or our guarantor subsidiaries’ secured debt, including our proposed senior secured bank financing and, following the Roadway acquisition, the \$225 million aggregate principal amount of Roadway’s 8.25% senior notes due 2008, and any indebtedness of any of our non-guarantor subsidiaries.

The selling security holders may sell the securities offered by this prospectus from time to time on any exchange on which the securities are listed on terms to be negotiated with buyers. They may also sell the securities in private sales or through dealers or agents. The selling security holders may sell the securities at prevailing market prices or at prices negotiated with buyers. The selling security holders will be responsible for any commissions due to brokers, dealers or agents. We will be responsible for all other offering expenses. We will not receive any of the proceeds from the sale by the selling security holders of the securities offered by this prospectus.

**Investing in these securities involves risks. See “[Risk Factors](#)” beginning on page 6 of this prospectus.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

The date of this prospectus is \_\_\_\_\_, 2003

**Table of Contents**

	<b>Page</b>
<a href="#">About This Prospectus</a>	i
<a href="#">Cautionary Statement Regarding Forward-Looking Information</a>	i
<a href="#">Summary</a>	1
<a href="#">Our Company</a>	1
<a href="#">The Offering</a>	3
<a href="#">Risk Factors</a>	6
<a href="#">Ratio of Earnings to Fixed Charges</a>	10
<a href="#">No Proceeds</a>	10
<a href="#">Selling Security Holders</a>	10
<a href="#">Description Of Notes</a>	14
<a href="#">Description Of Capital Stock</a>	26
<a href="#">Material U.S. Federal Income Tax Considerations</a>	28
<a href="#">Plan Of Distribution</a>	34
<a href="#">Legal Matters</a>	36
<a href="#">Experts</a>	36
<a href="#">Where You Can Find More Information</a>	36

**ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement that we have filed with the Securities and Exchange Commission using a “shelf” registration process. This means the securities described in this prospectus may be offered and sold using this prospectus from time to time as described in the “Plan of Distribution”. You should carefully read this prospectus and the information described under the heading “Where You Can Find More Information”. Under no circumstances should the delivery to you of this prospectus or any offering or sales made pursuant to this prospectus create any implication that the information contained in this prospectus is correct as of any time after the date of this prospectus.

**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION**

This prospectus, including the documents incorporated by reference, contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The words “expect”, “will”, “look forward to” and similar expressions are intended to identify forward-looking statements.

The expectations set forth in this prospectus and the documents incorporated by reference regarding, among other things, accretion, returns on invested capital, achievement of annual savings and synergies, achievement of strong cash flow, sufficiency of cash flow to fund capital expenditures and achievement of debt reduction targets are only Yellow’s expectations regarding these matters. Actual results could differ materially from these expectations depending on factors such as:

- the factors described under “Risk Factors” beginning on page 6 of this prospectus;
- the factors that generally effect Yellow’s business as further outlined in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the company’s Annual Report on Form 10-K for the year ended December 31, 2002, and this prospectus, including inflation, labor relations (i.e., disruptions, strikes or work stoppages), inclement weather, availability of fuel and the price of fuel as it affects the general economy, competitor pricing activity and the general impact of competition, expense volatility, capacity levels in the motor freight industry, changes in and customer acceptance of

new technology, changes in equity and debt markets, our ability to control costs and uncertainties concerning the impact terrorist activities may have on the economy and the motor freight industry, the state of international, national and regional economies and the success or failure of our operating plans, including our ability to manage growth; and

- whether we are able to complete the Roadway acquisition under the terms of the merger agreement described and incorporated by reference in this prospectus and, if we do complete the Roadway acquisition, the actual results of the combined company could differ materially from the expectations set forth in this prospectus and the documents incorporated by reference depending on additional factors such as:
  - the combined company's cost of capital;
  - the ability of the combined company to identify and implement cost savings, synergies and efficiencies in the time frame needed to achieve these expectations;
  - any loss of employees, customers or suppliers that the combined company may suffer as a result of the merger;
  - the combined company's actual capital needs, the absence of any material incident of property damage or other hazard that could affect the need to effect capital expenditures and any currently unforeseen merger or acquisition opportunities that could affect capital needs; and
  - the costs incurred in implementing synergies including, but not limited to, our ability to terminate, amend or renegotiate prior contractual commitments of Yellow and Roadway.

A forward-looking statement may include a statement of the assumptions or bases underlying the forward-looking statement. However, we caution you that assumed facts or bases almost always vary from actual results, and the differences between assumed facts or bases and actual results can be material, depending on the circumstances. When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this prospectus and the documents we have incorporated by reference. We will not update these statements unless the securities laws require us to do so.

## SUMMARY

The following summary is qualified in its entirety by information contained elsewhere or incorporated by reference in this prospectus. The summary may not contain all the information that may be important to you. You should read this entire prospectus, including the financial data and related notes and the documents to which we have referred you, before making an investment decision. The terms “Yellow”, the “company”, “we”, “our” and “us” in this prospectus refer to Yellow Corporation and its subsidiaries, unless the context otherwise requires. The term “Roadway” refers to Roadway Corporation and its subsidiaries, unless the context otherwise requires. The terms “merger” or “Roadway acquisition” refer to the merger of Roadway Corporation with and into Yankee, LLC, a newly formed Delaware limited liability company and a wholly owned subsidiary of Yellow, pursuant to the Agreement and Plan of Merger dated as of July 8, 2003, among Yellow, Yankee LLC and Roadway. You should pay special attention to the “Risk Factors” beginning on page 6 of this prospectus to determine whether an investment in the Notes, or the common stock into which the Notes are convertible, is appropriate for you.

### Our Company

#### *General*

Yellow Corporation, a \$2.6 billion Fortune 500 company, is a holding company that through wholly owned operating subsidiaries offers its customers a wide range of asset and non-asset-based transportation services integrated by technology.

Our largest business unit, Yellow Transportation, offers a full range of services for the movement of industrial, commercial, and retail goods. Yellow Transportation provides transportation services by moving shipments through its regional, national and international networks of terminals, utilizing primarily ground transportation equipment it owns or leases. The Yellow Transportation mission is to be the leading provider of guaranteed, time-definite, defect-free, hassle-free transportation services for business customers worldwide. Yellow Transportation addresses the increasingly complex transportation needs of its customers through service offerings, including guaranteed and time-definite delivery.

Yellow Transportation, founded in 1924, serves more than 400,000 manufacturing, wholesale, retail and government customers throughout North America. No single customer accounts for more than 6% of Yellow Transportation revenue. Operating from 336 strategically located facilities, Yellow Transportation provides service throughout North America, including Puerto Rico and Hawaii. Shipments range from 100 to 40,000 pounds, with an average shipment size of 1,000 pounds traveling an average distance of more than 1,200 miles. Yellow Transportation has over 700 employees with sales responsibilities.

Our other primary business unit, Meridian IQ, is a non-asset global transportation management company that plans and coordinates the movement of goods worldwide to provide customers a single source for transportation management solutions. Non-asset-based service providers, such as logistics companies, arrange for and expedite the movement of goods and materials through the supply chain. The typical logistics provider neither owns nor operates the physical assets necessary to move goods, eliminating the significant capital requirements normally experienced by a typical transportation company. This lower asset requirement allows the non-asset-based firms to reduce variable costs in economic downturns.

Yellow Technologies provides innovative technology solutions and services exclusively for Yellow companies. For example, Yellow Technologies has developed and supports proprietary technology that enhances the efficiency of the Yellow Transportation network.

Yellow employs approximately 23,000 people and our principal executive offices are located at 10990 Roe Avenue, Overland Park, Kansas 66211. Our telephone number is (913) 696-6100.

*The Merger*

On July 8, 2003, Yellow and Roadway Corporation agreed to the acquisition of Roadway by Yankee LLC, a newly formed Delaware limited liability company and a wholly owned subsidiary of Yellow, under the terms of the merger agreement filed as an exhibit to our Current Report on Form 8-K filed on July 8, 2003, as amended. See “Where You Can Find More Information”. The merger agreement is the legal document that governs the merger, and we urge you to read that document. Completion of the merger is subject to various conditions, including regulatory and stockholder approvals. The merger agreement also contains termination provisions and, in some cases, provides for the payment of termination fees. At the effective time of the merger, Roadway will merge with and into Yankee LLC and operate as a wholly owned subsidiary of Yellow under the name “Roadway LLC”.

## The Offering

This prospectus covers the resale of up to \$250,000,000 aggregate principal amount of the Notes and the 6,371,050 shares of our common stock issuable upon conversion of the Notes plus an indeterminate number of shares of our common stock issuable upon conversion of the Notes by means of adjustment of the conversion price pursuant to the terms of the Notes. We issued and sold a total of \$250,000,000 aggregate principal amount of the Notes on August 8, 2003 and August 15, 2003, in private placements to Deutsche Bank Securities Inc., Banc One Capital Markets, Inc., Fleet Securities, Inc. and SunTrust Capital Markets, Inc. (which we refer to as the private placements in this prospectus). The following is a brief summary of certain terms of the Notes. For a more complete description of the terms of the Notes, see “Description of the Notes” in this prospectus.

Securities Offered	\$250,000,000 aggregate principal amount of 5.0% Contingent Convertible Senior Notes due 2023, including shares of our common stock into which the Notes are convertible and the guarantees of certain our domestic operating subsidiaries.
Selling Security Holders	The securities to be offered and sold using this prospectus will be offered and sold by the selling security holders named in this prospectus or in any supplement to this prospectus. See “Selling Security Holders”.
Maturity:	August 8, 2023.
Ranking:	The Notes are our senior unsecured obligations, ranking equal in right of payment with all of our other existing and future senior unsecured indebtedness and senior to any of our existing or future subordinated indebtedness. The Notes are guaranteed by all of our domestic operating subsidiaries as of the time of the private placements. The Notes effectively are subordinated to all of our and our guarantor subsidiaries’ existing and future secured indebtedness to the extent of the value of the assets securing such debt and effectively are subordinated to all liabilities of our non-guarantor subsidiaries. As of June 30, 2003, after giving effect to the private placements, (i) we and our guarantor subsidiaries would have had approximately \$13 million of secured indebtedness outstanding and (ii) our non-guarantor subsidiaries would have had approximately \$51 million of outstanding indebtedness and other liabilities (excluding intercompany liabilities) to which the Notes effectively would have been subordinated. As of June 30, 2003, after giving effect to the private placements and assuming the consummation of the Roadway acquisition and the currently contemplated related financings, (i) we and our guarantor subsidiaries would have had approximately \$440 million of secured indebtedness outstanding and (ii) our non-guarantor subsidiaries would have had approximately \$118 million of outstanding indebtedness and other liabilities (excluding intercompany liabilities) to which the Notes effectively would have been subordinated. Neither we nor our subsidiaries are restricted under the indenture from incurring additional indebtedness, including secured indebtedness. See “Description of Notes”.



## [Table of Contents](#)

Interest Payment Dates	August 8 and February 8 of each year, beginning February 8, 2004.
Guarantees:	<p>The Notes are guaranteed by our domestic operating subsidiaries as of the time of the private placements. If, after the date of this prospectus, any of our debt securities (excluding bank credit facilities) have the benefit of guarantees from any of our non-guarantor subsidiaries, then we will cause such subsidiaries to guarantee all obligations with respect to the Notes on a senior basis and otherwise on the same terms as such other guarantees. Any of our subsidiary guarantees so issued will be released or amended if the other guarantees by such subsidiary are released or amended.</p>
Contingent Interest:	<p>Beginning August 8, 2010, we will pay contingent interest during any six-month period commencing August 8 and ending February 7 or commencing February 8 and ending August 7 if the average trading price of the Notes per \$1,000 principal amount for the five trading day period ending on the third trading day immediately preceding the first day of the applicable six-month period equals \$1,200 or more. During any period when contingent interest is payable, it will be payable at a rate equal to 0.5% per annum.</p>
Conversion Rights:	<p>Holders may surrender Notes for conversion into shares of our common stock prior to the maturity date in the following circumstances:</p> <ul style="list-style-type: none"><li>• during any quarter commencing after September 30, 2003, if the closing sale price of our common stock, for at least 20 trading days during the 30 consecutive trading days ending on the last trading day of the quarter preceding the quarter in which the conversion occurs, exceeds 120% of the conversion price per share of our common stock on such 30th trading day;</li><li>• if we have called the Notes for redemption;</li><li>• during the five trading day period immediately following any nine consecutive trading day period in which the trading price per \$1,000 principal amount of the Notes for each day of such period was less than 95% of the product of the closing sale price of our common stock on that day multiplied by the number of shares of our common stock issuable upon conversion of \$1,000 principal amount of the Notes;</li><li>• upon the occurrence of specified credit rating events described under “Description of Notes—Conversion Upon Credit Rating Event”; or</li><li>• upon the occurrence of specified corporate transactions described under “Description of Notes—Conversion Rights”.</li></ul> <p>Holders may convert any outstanding Notes into shares of our common stock at the initial conversion price per share of \$39.24. This represents a conversion rate of approximately 25.4842 shares of common stock per \$1,000 principal amount of Notes. The conversion price may be adjusted for certain reasons, but will not be adjusted for accrued interest. In addition, we will adjust the</p>

	conversion price if we declare a dividend or distribution to all of the holders of common stock. See “Description of Notes—Conversion Rate Adjustment”. Upon conversion, the holder will not receive any cash payment representing accrued and unpaid interest, including contingent interest, if any.
Optional Redemption:	We may redeem some or all of the Notes at any time on or after August 13, 2010, at a price equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest, including contingent interest, if any, up to but not including the date of redemption, payable in cash.
Repurchase of Notes at the Option of the Holder	You may require us to repurchase your Notes on August 8, 2010, 2013 and 2018 for a purchase price, payable in cash, equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest, including contingent interest, if any, up to, but not including, the date of repurchase. See “Description of Notes—Repurchase of Notes at the Option of the Holder”.
Change in Control:	When a change in control occurs, you will have the right to require us to repurchase your Notes at a purchase price, payable in cash, equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest, including contingent interest, if any, up to, but not including, the date of repurchase. A change in control is defined in “Description of Notes—Right to Require Purchase of Notes upon a Change in Control”.
Trading:	The Notes issued in the private placements are eligible for trading in The PORTAL <sup>SM</sup> Market of the NASD, Inc. The Notes sold using this prospectus, however, will no longer be eligible for trading in the PORTAL <sup>SM</sup> Market. We do not intend to list the Notes on any other national securities exchange or automated quotation system. Our common stock is traded on the Nasdaq National Market under the symbol “YELL”.
Form of the Notes:	The Notes are represented by one or more global notes in fully registered form, without coupons, deposited with a custodian for, and registered in the name of a nominee of DTC. Beneficial interests in the global notes are shown on, and transfers of the global notes are effected only through, records maintained by DTC and its participants. See “Description of Notes—Book-Entry System”.
No Proceeds:	We will not receive any proceeds from the sale by any selling security holder of the Notes or our common stock issuable upon conversion of the Notes.
Risk Factors:	See “Risk Factors” and the other information included or incorporated by reference in this prospectus for a discussion of factors you should carefully consider before deciding to invest in the Notes.

## RISK FACTORS

*Before you buy the Notes, you should know that making such an investment involves some risks, including the risks described below. You should carefully consider the factors described below in addition to the remainder of this prospectus and the factors discussed in the documents incorporated by reference and the other information incorporated by reference before purchasing the Notes. The risks that we have highlighted here are not the only ones that we face and additional risks, including those presently unknown to us, could also impair our operations. If any of the risks actually occur, our business, financial condition or results of operations could be negatively affected.*

### **Our substantial leverage and debt service obligations could adversely affect our financial condition and prevent us from fulfilling our obligations to you under the Notes.**

We have substantial debt and, as a result, significant debt service obligations. As of June 30, 2003, after giving effect to the private placements, (i) we and our guarantor subsidiaries would have had approximately \$13 million of secured indebtedness outstanding and (ii) our non-guarantor subsidiaries would have had approximately \$51 million of outstanding indebtedness and other liabilities (excluding intercompany liabilities) to which the Notes effectively would have been subordinated. As of June 30, 2003, after giving effect to the private placements and assuming the consummation of the Roadway acquisition and the currently contemplated related financings, (i) we and our guarantor subsidiaries would have had approximately \$440 million of secured indebtedness outstanding and (ii) our non-guarantor subsidiaries would have had approximately \$118 million of outstanding indebtedness and other liabilities (excluding intercompany liabilities) to which the Notes effectively would have been subordinated. We may not be able to generate cash sufficient to pay the principal of, interest on and other amounts due in respect of our indebtedness when due. We and our subsidiaries may also incur additional debt that may be secured.

Our substantial level of debt and debt service obligations could have important effects on your investment in the Notes. These effects may include:

- making it more difficult for us to satisfy our obligations to you with respect to the Notes and our obligations to other persons with respect to our other debt;
- limiting our ability to obtain additional financing on satisfactory terms to fund our working capital requirements, capital expenditures, acquisitions, investments, debt service requirements and other general corporate requirements;
- increasing our vulnerability to general economic downturns, competition and industry conditions, which could place us at a competitive disadvantage compared to our competitors that are less leveraged;
- increasing our exposure to rising interest rates because a portion of our borrowings is at variable interest rates;
- reducing the availability of our cash flow to fund our working capital requirements, capital expenditures, acquisitions, investments and other general corporate requirements because we will be required to use a substantial portion of our cash flow to service debt obligations; and
- limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate.

Our ability to pay principal and interest on the Notes and to satisfy our other debt obligations will depend upon our future operating performance and the availability of refinancing debt. If we are unable to service our debt and fund our business, we may be forced to reduce or delay capital expenditures, seek additional debt financing or equity capital, restructure or refinance our debt or sell assets. In addition, the increased debt incurred in connection with the pending Roadway acquisition could increase the combined company's cost of capital. We cannot assure you that we would be able to obtain additional financing, refinance existing debt or sell assets on satisfactory terms or at all.

**The Notes and the guarantees are unsecured and future secured indebtedness will rank effectively senior to the Notes and the guarantees.**

The Notes and the guarantees are unsecured and rank equal in right of payment with our existing and future unsecured and unsubordinated indebtedness. The Notes and the guarantees effectively are subordinated to our and our subsidiary guarantors' secured debt to the extent of the value of the assets that secure that indebtedness. In the event of our or any subsidiary guarantor's bankruptcy, liquidation or reorganization or upon acceleration of the Notes, payment on the Notes or guarantees could be less, ratably, than on any secured indebtedness. We may not have sufficient assets remaining to pay amounts due on any or all of the Notes then outstanding. As of June 30, 2003, after giving effect to the private placements, we and our guarantor subsidiaries would have had approximately \$13 million of secured indebtedness outstanding to which the Notes effectively would be subordinated. As of June 30, 2003, after giving effect to the private placements and assuming the consummation of the Roadway acquisition and the currently contemplated related financing, we and our guarantor subsidiaries would have had approximately \$440 million of secured indebtedness outstanding to which the Notes effectively would have been subordinated.

The indenture governing the Notes does not prohibit or limit us or our subsidiaries from incurring additional indebtedness and other liabilities, or from pledging assets to secure such indebtedness and liabilities. The incurrence of additional indebtedness and, in particular, the granting of a security interest to secure the indebtedness, could adversely affect our ability to pay our obligations on the Notes. We may incur additional secured indebtedness.

**We may not be able to repurchase the Notes when required.**

On August 8, 2010, 2013 and 2018 and upon the occurrence of a change in control, holders of the Notes may require us to repurchase their Notes for cash. We may not have sufficient funds at the time of any such events to make the required repurchases.

The source of funds for any repurchase required as a result of any such events will be our available cash or cash generated from operating activities or other sources, including borrowings, sales of assets, sales of equity or funds provided by a new controlling entity. We cannot assure you, however, that sufficient funds will be available at the time of any such events to make any required repurchases of the Notes tendered. Furthermore, the use of available cash to fund the repurchase of the Notes may impair our ability to obtain additional financing in the future.

**Our reported earnings per share may be more volatile because of the conversion contingency provision of the Notes.**

Holders of the Notes may convert the Notes into our common stock during any quarter commencing after September 30, 2003, if the closing sale price of our common stock for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day of the quarter preceding the quarter in which the conversion occurs is more than 120% of the conversion price per share of our common stock on that 30th trading day. Until this contingency is met, the shares underlying the Notes are not included in the calculation of reported earnings per share. Should this contingency be met, reported earnings per share would be expected to decrease as a result of the inclusion of the underlying shares in the earnings per share calculation. An increase in volatility in our stock price could cause this condition to be met in one quarter and not in a subsequent quarter, increasing the volatility of reported fully diluted earnings per share.

**You should consider the U.S. federal income tax consequences of owning Notes.**

Under the indenture governing the Notes, we agreed, and by acceptance of a beneficial interest in a Note each holder of a Note is deemed to have agreed, to treat the Notes as indebtedness for United States federal income tax purposes that is subject to the Treasury regulations governing contingent payment debt instruments.

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## [Table of Contents](#)

For United States federal income tax purposes, interest income on the Notes will accrue at the rate of 9.0% per year, which rate represents our determination of the yield at which we could issue a comparable noncontingent, nonconvertible, fixed-rate debt instrument with terms and conditions otherwise similar to the Notes. A United States Holder will be required to accrue interest income on a constant yield to maturity basis at this rate (subject to certain adjustments), with the result that a United States Holder generally will recognize taxable income significantly in excess of regular interest payments received while the Notes are outstanding.

A United States Holder will also recognize gain or loss on the sale, conversion, exchange, redemption or retirement of a Note in an amount equal to the difference between the amount realized on the sale, conversion, exchange, redemption or retirement of a Note, including the fair market value of our common stock received, and the United States Holder's adjusted tax basis in the Note. Any gain recognized on the sale, conversion, exchange, redemption or retirement of a Note generally will be ordinary interest income; any loss will be ordinary loss to the extent of the interest previously included in income, and thereafter, capital loss. The material U.S. federal income tax consequences of the purchase, ownership and disposition of the Notes are summarized in this prospectus under the heading "Material U.S. Federal Income Tax Considerations".

### **We expect that the trading value of the Notes will be significantly affected by the price of our common stock and other factors.**

The market price of the Notes is expected to be significantly affected by the market price of our common stock. This may result in greater volatility in the trading value of the Notes than would be expected for nonconvertible debt securities. In addition, the Notes have a number of features, including conditions to conversion, that could result in a holder receiving less than the value of our common stock into which a Note would otherwise be convertible. These features could adversely affect the value and the trading price for the Notes.

### **Because there is no current market for the Notes, we cannot assure you that an active trading market will develop.**

There is no established trading market for the Notes. Although the Notes are currently traded on PORTAL<sup>SM</sup> Market, there can be no assurance as to the liquidity of any market for the Notes, the ability of the holders to sell their Notes, or the prices at which holders of the Notes would be able to sell their Notes. The Notes could trade at prices higher or lower than their initial purchase prices depending on many factors. Accordingly, there can be no assurance that an active trading market for the Notes will develop. Furthermore, if an active trading market were to develop, the market price for the Notes may be adversely affected by changes in our financial performance, changes in the overall market for similar securities and changes in performance or prospects for companies in our industry.

### **You may only convert the Notes if certain conditions are met.**

The Notes are convertible into shares of our common stock by you only if specified conditions are met. If the specific conditions for conversion are not met, you will not be able to convert your Notes, and you may not be able to receive the value of the common stock into which the Notes would otherwise be convertible.

### **The Notes are not protected by restrictive covenants.**

The indenture governing the Notes does not contain any financial or operating covenants or restrictions on the payment of dividends, the incurrence of indebtedness or liens or the issuance or repurchase of securities by us or any of our subsidiaries. The indenture contains no covenants or other provisions to afford protection to holders of the Notes in the event of a fundamental change involving us, except to the extent described under "Description of Notes—Change in Control".

**We are a holding company, and we are dependent on the ability of our subsidiaries to distribute funds to us.**

We are a holding company and our subsidiaries conduct substantially all of our consolidated operations and own substantially all of our consolidated assets. Consequently, our cash flow and our ability to make payments on our indebtedness, including the Notes, substantially depends upon our subsidiaries' cash flow and payments of funds to us by our subsidiaries. Our subsidiaries' ability to make any advances, distributions or other payments to us may be restricted by, among other things, debt instruments, tax considerations and legal restrictions. If we are unable to obtain funds from our subsidiaries as a result of these restrictions, we may not be able to pay principal of, or interest (including contingent interest, if any) on, the Notes when due, and we cannot assure you that we will be able to obtain the necessary funds from other sources.

**The subsidiary guarantees could be deemed fraudulent conveyances under certain circumstances and a court may try to subordinate or void the subsidiary guarantees.**

Under various fraudulent conveyance or fraudulent transfer laws, a court could subordinate or void the subsidiary guarantees. Generally, to the extent that a court were to find that at the time one of our subsidiaries entered into a subsidiary guarantee either: (x) the subsidiary incurred the guarantee with the intent to hinder, delay or defraud any present or future creditor or contemplated insolvency with a design to favor one or more creditors to the exclusion of others or (y) the subsidiary did not receive fair consideration or reasonably equivalent value for issuing the subsidiary guarantee and, at the time it issued the subsidiary guarantee, the subsidiary (i) was insolvent or became insolvent as a result of issuing of the subsidiary guarantee, (ii) was engaged or about to engage in a business or transaction for which the remaining assets of the subsidiary constituted unreasonably small capital or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they matured, the court could avoid or subordinate the subsidiary guarantee in favor of the subsidiary's other obligations. Among other things, a legal challenge of a subsidiary guarantee on fraudulent conveyance grounds may focus on the benefits, if any, realized by the subsidiary as a result of the issuance of the Notes by us. To the extent a subsidiary guarantee is voided as a fraudulent conveyance or held unenforceable for any other reason, the holders of the Notes would not have any claim against that subsidiary and would be creditors solely of us and any other subsidiary guarantors whose guarantees are not held unenforceable.

**If the Roadway acquisition is not consummated, the net proceeds of the private placements are unallocated, and we may not ultimately use the proceeds in a manner that increases or maintains stockholder value.**

Our net proceeds from the sale of the Notes in the private placements were \$242.5 million. If the Roadway acquisition is consummated, it is contemplated that at the effective time of the merger the cash portion of the merger consideration will be financed in part with these proceeds. If the Roadway acquisition is not consummated, we have not designated any specific uses for the net proceeds for the private placements other than general corporate purposes. Therefore, we will have broad discretion in how we use these proceeds and the timing of such expenditures. While we intend to use the net proceeds for general corporate purposes if the Roadway acquisition is not consummated, investors will be relying on the judgment of our management regarding the application of our net proceeds from the private placements.

## RATIO OF EARNINGS TO FIXED CHARGES

We have computed the ratio of earnings to fixed charges for each of the following periods on a consolidated basis.

	FISCAL YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30, 2003
	1998	1999	2000	2001	2002	
Ratio of earnings to fixed charges	12.4x	7.7x	8.6x	2.7x	4.1x	5.9x

For purposes of computing the ratio of earnings to fixed charges, “earnings” consist of income from continuing operations before income tax plus losses on equity method investments and fixed charges (excluding capitalized interest). “Fixed charges” represent interest incurred (whether expensed or capitalized), amortization of debt expense, and that portion of rental expense on operating leases deemed to be the equivalent of interest.

## NO PROCEEDS

The securities to be offered and sold using this prospectus will be offered and sold by the selling security holders named in this prospectus or in any supplement to this prospectus. We will not receive any proceeds from the sale of the securities or conversion of the Notes. The shares of our common stock offered by this prospectus are issuable upon conversion of the Notes.

## SELLING SECURITY HOLDERS

On August 8, 2003 and August 15, 2003, we issued and sold a total of \$250,000,000 aggregate principal amount of the Notes in private placements to Deutsche Bank Securities Inc., Banc One Capital Markets, Inc., Fleet Securities, Inc. and SunTrust Capital Markets, Inc. (which we refer to as the initial purchasers in this prospectus). The initial purchasers have advised us that they resold the Notes in transactions exempt from the registration requirements of the Securities Act of 1933, as amended, to “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) in compliance with Rule 144A. The selling security holders, which term includes their transferees, pledgees, donees and successors, may from time to time offer and sell pursuant to this prospectus any and all of the Notes and the shares of our common stock issuable upon conversion of the Notes.

The Notes, our shares of common stock to be issued upon conversion of the Notes and the guarantees of the Notes by certain of our domestic operating subsidiaries are being registered pursuant to a registration rights agreement between us and Deutsche Bank Securities Inc., as representative of the initial purchasers. In that agreement, we undertook to file a registration statement with regard to the Notes, our shares of common stock issuable upon conversion of the Notes and the related subsidiary guarantees of the Notes and, subject to certain exceptions, to keep that registration statement effective for up to two years. The registration statement to which this prospectus relates is intended to satisfy our obligations under that agreement.

The selling security holders named below have advised us that they currently intend to sell the Notes and our shares of common stock set forth below pursuant to this prospectus. Additional selling security holders may choose to sell Notes and our shares of common stock from time to time upon notice to us. None of the selling security holders named below, has, within the past three years, held any position, office or other material relationship with us or any of our predecessors or affiliates, except as noted below.

Before a security holder may use this prospectus in connection with an offering of securities, this prospectus will be supplemented to include the name and amount of Notes and common stock beneficially owned by the selling security holder and the amount of Notes and common stock to be offered. Any prospectus supplement will also disclose whether any selling security holder selling in connection with that prospectus supplement has held any position, office or other material relationship with us or any of our predecessors or affiliates during the three years prior to the date of the prospectus supplement.

[Table of Contents](#)

The following table is based solely on information provided by the selling security holders. This information represents the most current information provided to us by selling security holders. Some selling security holders may have reduced or increased their positions in the Notes from the amounts shown below and not yet informed us of this change. In that case, the amounts shown below may total more or less than \$250,000,000 aggregate principal amount. To the extent the total of the amounts of Notes beneficially owned shown below is less than \$250,000,000, the shortfall represents amounts beneficially owned but not yet reported to us. To the extent such total exceeds \$250,000,000, such total includes duplicative amounts. In no case will more than \$250,000,000 aggregate principal amount of Notes be sold using this prospectus and all supplements to this prospectus.

Selling Security Holder	Amount of Notes Beneficially Owned (\$)	Percentage of Notes Beneficially Owned	Amount of Notes That May Be Sold (\$)(1)	Number of Shares of Common Stock Beneficially Owned (2)(3)	Number of Shares of Common Stock That May Be Sold (1)(3)
1976 Distribution Trust FBO A.R. Lauder/Zinterhofer	8,000	*	8,000	203.87	203.87
2000 Revocable Trust FBO A.R. Lauder/Zinterhofer	7,000	*	7,000	178.38	178.38
Advent Claymore Conv Secs & Incm	8,396,000	3.35	8,396,000	213,965.34	213,965.34
Advent Convertible Master (Cayman) L.P.	9,478,000	3.79	9,487,000	241,768.60	241,768.60
AFTRA Health Fund	175,000	*	175,000	4,459.73	4,459.73
Akela Capital Master Fund, Ltd.	12,500,000	5.00	12,500,000	318,552.49	318,552.49
Alcon Laboratories	387,000	*	387,000	9,862.38	9,862.38
Alexian Brothers Medical Center	25,000	*	25,000	637.10	637.10
Allentown City Firefighters Pension Plan	14,000	*	14,000	356.77	356.77
Allentown City Officers & Employees Pension Fund	15,000	*	15,000	382.26	382.26
Allentown City Police Pension Plan	24,000	*	24,000	611.62	611.62
Allstate Insurance Company	1,000,000	*	1,000,000	38,884.19(4)	25,484.19
Aloha Airlines Non-Pilots Pension Trust	20,000	*	20,000	509.68	509.68
Aloha Pilots Retirement Trust	10,000	*	10,000	254.84	254.84
Alpha US Sub Fund 4 LLC	421,000	*	421,000	10,728.84	10,728.84
Alpine Associates	8,400,000	3.36	8,400,000	214,067.27	214,067.27
Alpine Partners, L.P.	1,100,000	*	1,100,000	28,032.61	28,032.61
Arapahoe County Colorado	49,000	*	49,000	1,248.72	1,248.72
Arkansas PERS	655,000	*	655,000	16,692.15	16,692.15
Arlington County Employees Retirement System	669,000	*	669,000	17,048.93	17,048.93
Asante Health Systems	99,000	*	99,000	2,522.93	2,522.93
Attorney's Title Insurance Fund	65,000	*	65,000	1,659.47	1,659.47
Bank of America Pension Plan	500,000	*	500,000	12,742.099	12,742.099
Barclays Global Investors Limited	500,000	*	500,000	12,742.09	12,742.09
BBT Fund, L.P.	12,000,000	4.00	12,000,000	305,810.39	305,810.39
Bear, Stearns & Co. Inc.	250,000	*	250,000	6,371.04	6,371.04
BNP Paribas Arbitrage	1,000,000	*	1,000,000	25,484.19	25,484.19
BNP Paribas Equity Strategies, SNC	415,000	*	415,000	21,729.94(4)	10,575.94
Boilermakers Blacksmith Pension Trust	830,000	*	830,000	21,151.88	21,151.88
BP Amoco PLC Master Trust	468,000	*	468,000	11,926.60	11,926.60
British Virgin Islands Social Security Board	88,000	*	88,000	2,242.60	2,242.60
C&H Sugar Company Inc.	25,000	*	25,000	637.10	637.10
City and County of San Francisco Retirement System	1,478,000	*	1,478,000	37,665.64	37,665.64



[Table of Contents](#)

Selling Security Holder	Amount of Notes Beneficially Owned (\$)	Percentage of Notes Beneficially Owned	Amount of Notes That May Be Sold (\$)(1)	Number of Shares of Common Stock Beneficially Owned (2)(3)	Number of Shares of Common Stock That May Be Sold (1)(3)
City of New Orleans	203,000	*	203,000	5,173.29	5,173.29
City University of New York	150,000	*	150,000	3,822.62	3,822.62
Clinton Riverside Convertible Portfolio Limited	5,545,000	2.21	5,545,000	141,309.88	141,309.88
Concentrated Alpha Partners, L.P.	1,000,000	*	1,000,000	25,484.19	25,484.19
Consulting Group Capital Market Funds	1,000,000	*	1,000,000	25,484.19	25,484.19
CooperNeff Convertible Strategies (Ayman) Master Fund, L.P.	432,000	*	432,000	11,009.17	11,009.17
DBAG London	46,800,000	18.72	46,800,000	1,192,660.50	1,192,660.50
DB Equity Opportunities Master Portfolio LTD	3,450,000	1.38	3,450,000	87,920.48	87,920.48
Deam Convertible Arbitrage	1,700,000	*	1,700,000	43,323.13	43,323.13
Delaware PERS	935,000	*	935,000	23,827.72	23,827.72
Delaware Public Employees Retirement System	1,549,000	*	1,549,000	39,475.02	39,475.02
Delta Airlines Master Trust	380,000	*	380,000	9,683.99	9,683.99
Deutsche Bank Securities Inc.	2,109,000	*	2,109,000	53,746.17	53,746.17
Drury University	4,000	*	4,000	101.93	101.93
Duke Endowment	165,000	*	165,000	4,204.89	4,204.89
Froley Revy Investment Convertible Security Fund	95,000	*	95,000	2,420.99	2,420.99
Georgia Municipal	542,000	*	542,000	13,812.43	13,812.43
GMAM Group Pension Trust	500,000	*	500,000	12,742.09	12,742.09
Grady Hospital Foundation	133,000	*	133,000	3,389.39	3,389.39
Hawaiian Airlines Employees Pension Plan	6,000	*	6,000	152.90	152.90
Hawaiian Airlines Pension Plan for Salaried Employee's	1,000	*	1,000	25.48	25.48
Hawaiian Airlines Pilots Retirement Plan	17,000	*	17,000	433.23	433.23
Hfr Arbitrage Fund	475,000	*	475,000	12,104.99	12,104.99
Hillbloom Foundation	7,000	*	7,000	178.38	178.38
Hotel Union & Hotel Industry of Hawaii Pension Plan	158,000	*	158,000	4,026.50	4,026.50
ICI American Holdings Trust	215,000	*	215,000	5,479.10	5,479.10
Independence Blue Cross	331,000	*	331,000	8,435.27	8,435.27
Jefferies & Company Inc.	3,000	*	3,000	76.45	76.45
John Deere Pension Trust	1,000,000	*	1,000,000	25,484.19	25,484.19
Lyxor	1,154,000	*	1,154,000	29,408.76	29,408.76
Lyxor/Convertible Arbitrage Fund Limited	25,000	*	25,000	637.10	637.10
Man Convertible Bond Master Fund, Ltd	4,988,000	1.99	4,988,000	127,115.18	127,115.18
McMahan Securities Co. L.P.	225,000	*	225,000	5733.94	5733.94
Meadow IAM Limited	455,000	*	455,000	11,595.31	11,595.31
Merril Lynch Insurance Group	265,000	*	265,000	6,753.31	6,753.31
MLQA Convertible Securities Arbitrage	2,500,000	1.00	2,500,000	63,710.49	63,710.49
Municipal Employees	239,000	*	239,000	6,090.72	6,090.72
New Orleans Firefighters Pension/Relief Fund	135,000	*	135,000	3,440.36	3,440.36
Nomura Securities International Inc.	18,500,000	7.40	18,500,000	471,843.69(4)	471,457.69
Occidental Petroleum Corporation	269,000	*	269,000	6,855.24	6,855.24

[Table of Contents](#)

Selling Security Holder	Amount of Notes Beneficially Owned (\$)	Percentage of Notes Beneficially Owned	Amount of Notes That May Be Sold (\$) (1)	Number of Shares of Common Stock Beneficially Owned (2)(3)	Number of Shares of Common Stock That May Be Sold (1)(3)
Ohio Bureau of Workers Compensation	150,000	*	150,000	3,822.62	3,822.62
Policeman and Firemen Retirement System of the City of Detroit	446,000	*	446,000	11,365.95	11,365.95
Privilege Portfolio SICAV	1,500,000	*	1,500,000	38,226.29	38,226.29
Pro-mutual	751,000	*	751,000	19,138.63	19,138.63
Prudential Insurance Co. of America	50,000	*	50,000	1,274.20	1,274.20
Pyramid Equity Strategies Fund	850,000	*	850,000	21,661.56	21,661.56
RBC Alternative Assets LP—Conv Arb	200,000	*	200,000	5,096.83	5,096.83
Royal Bank of Canada	2,000,000	*	2,000,000	50,968.39	50,968.39
SG Cowen Securities Convertible Arbitrage	5,000,000	2.00	5,000,000	127,420.99	127,420.99
Singlehedge U.S. Convertible Arbitrage Fund	69,000	*	69,000	1,758.40	1,758.40
Southern Farm Bureau Life Insurance	490,000	*	490,000	12,487.25	12,487.25
Sphinx Convertible Arb Fund SPC	130,000	*	130,000	3,312.94	3,312.94
SSI Blended Market Neutral L.P.	302,000	*	302,000	7,696.22	7,696.22
SSI Hedged Convertible Market Neutral L.P.	372,000	*	372,000	9,480.12	9,480.12
St. Albans Partners Ltd.	3,000,000	1.20	3,000,000	76,452.59	76,452.59
St. Thomas Trading, Ltd	7,512,000	3.00	7,512,000	191,437.30	191,437.30
State of Maryland Retirement Agency	3,208,000	1.28	3,208,000	81,753.31	81,753.31
State of Oregon—Equity	2,945,000	1.17	2,945,000	75,050.96	75,050.96
State of Oregon/SAIF Corporation	580,000	*	580,000	14,780.83	14,780.83
Sturgeon Limited	59,000	*	59,000	1,503.56	1,503.56
Syngenta AG	155,000	*	155,000	3,950.05	3,950.05
Tag Associates	91,000	*	91,000	2,319.06	2,319.06
The Grable Foundation	80,000	*	80,000	2,038.73	2,038.73
Thrivent Financial for Lutherans	1,000,000	*	1,000,000	35,584.19(4)	25,484.19
Trustmark Insurance	337,000	*	337,000	8,588.17	8,588.17
Univest Multistrategy Fund Conv Arb	350,000	*	350,000	8,919.46	8,919.46
US Bank FBO Benedictine Health Systems	30,000	*	30,000	764.52	764.52
Viacom Inc. Pension Plan Master Trust	15,000	*	15,000	382.26	382.26
Waterstone Market Neutral Fund, L.P.	304,000	*	304,000	7,747.19	7,747.19
Waterstone Market Neutral Offshore Fund, Ltd.	1,196,000	*	1,196,000	30,479.10	30,479.10
White River Securities L.L.C.	250,000	*	250,000	6,371.04	6,371.04
Windmill Master Fund, LP	5,000,000	2.00	5,000,000	127,420.99	127,420.99
WPG Convertible Arbitrage Overseas Master Fund	1,350,000	*	1,350,000	34,403.66	34,403.66
WPG-MSA Convertible Arbitrage Fund	100,000	*	100,000	2,548.41	2,548.41
Yield Strategies Fund I, L.P.	2,000,000	*	2,000,000	50,968.39	50,968.39
Zeneca Holdings Trust	295,000	*	295,000	7,517.83	7,517.83
Zurich Institutional Benchmarks Master Fund Ltd.	1,052,000	*	1,052,000	26,809.37	26,809.37

\* Less than 1%

- (1) Because a selling security holder may sell all or a portion of the Notes and common stock issuable upon conversion of the Notes pursuant to this prospectus, no estimate can be given as to the number or percentage of Notes and common stock that the selling security holder will hold upon termination of any sales.
- (2) Includes shares of common stock issuable upon conversion of the Notes.
- (3) The number of shares of our common stock issuable upon conversion of the Notes is calculated assuming the conversion of the full amount of Notes held by such holder at the initial conversion price of \$39.24, which equals a conversion rate of the initial conversion rate of 25.4842 shares per \$1,000 principal amount of the Notes. This conversion rate is subject to adjustment as described under “Description of Notes—Conversion Price Adjustments”. Accordingly, the number of shares of our common stock to be sold may increase or decrease from time to time. Fractional shares will not be issued upon conversion of the Notes. Cash will be paid instead of fractional shares, if any.
- (4) Includes shares of common stock beneficially owned other than the shares of common stock beneficially owned upon the conversion of the Notes.

## DESCRIPTION OF NOTES

Yellow Corporation issued the Notes under an indenture dated as of August 8, 2003 between Yellow and Deutsche Bank Trust Company Americas, an affiliate of Deutsche Bank Securities Inc., as trustee. The following description is only a summary of the material provisions of the Notes and the related indenture. We urge you to read the indenture and the Notes in their entirety because they, and not this description, define your rights as holders of the Notes. You may request copies of these documents at our address shown under the caption “Where You Can Find More Information”. The terms of the Notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended. For purposes of this section, references to “we”, “us”, “our” and “the Company” include only Yellow Corporation and not its subsidiaries.

### General

The Notes are our senior unsecured obligations, ranking equal in right of payment with all of our existing and future senior unsecured indebtedness and senior to any of our existing or future subordinated indebtedness. The Notes are guaranteed by our domestic operating subsidiaries as of the time of the private placements. The Notes effectively are subordinated to all of our and our subsidiaries’ existing and future secured indebtedness to the extent of the assets securing such indebtedness and effectively are subordinated to all liabilities of our non-guarantor subsidiaries. As of June 30, 2003, after giving effect to the private placements, (i) we and our subsidiary guarantors would have had approximately \$13 million of secured indebtedness outstanding and (ii) our non-guarantor subsidiaries would have had approximately \$51 million of outstanding indebtedness and other liabilities (excluding intercompany liabilities) to which the Notes effectively would have been subordinated. As of June 30, 2003, after giving effect to the private placements and assuming the consummation of the Roadway acquisition and the currently contemplated related financings, (i) we and our subsidiary guarantors would have had approximately \$440 million of secured indebtedness outstanding and (ii) our non-guarantor subsidiaries would have had approximately \$118 million of outstanding indebtedness and other liabilities (excluding intercompany liabilities) to which the Notes effectively would have been subordinated.

On August 8, 2003, we issued to the initial purchasers the Notes in an aggregate principal amount of \$200,000,000. On August 15, 2003, the initial purchasers exercised their option to purchase additional Notes in an aggregate principal amount of \$50,000,000. The Notes will mature on August 8, 2023, unless earlier redeemed at our option as described under “—Optional Redemption of the Notes”, repurchased by us at a holder’s option on certain dates as described under “—Repurchase of Notes at the Option of the Holder” or repurchased by us at a holder’s option upon a change in control of the Company as described under “—Right to Require Purchase of Notes upon a Change in Control”. The Notes are convertible into shares of our common stock as described under “—Conversion Rights”.

Each holder of a Note agrees in the indenture, for United States federal income tax purposes, to treat the Notes as “contingent payment debt instruments” and to be bound by our application of the Treasury regulations that govern contingent payment debt instruments, including our determination that the rate at which interest will be deemed to accrue for United States federal income tax purposes will be 9.0%, which is the rate comparable to the rate at which we would borrow on a noncontingent, nonconvertible borrowing. See “Material U.S. Federal Income Tax Considerations”.

The indenture does not contain any restriction on the payment of dividends, the incurrence of indebtedness or the repurchase of our securities and does not contain any financial covenants. Neither we nor our subsidiaries are limited from incurring senior debt or additional debt under the indenture, including secured debt. If we incur additional debt, our ability to pay our obligations on the Notes could be affected. We expect from time to time to incur additional debt, including secured debt, and other liabilities. Other than as described under “—Future Guarantees” and “—Right to Require Purchase of Notes upon a Change in Control”, the indenture contains no covenants or other provisions that afford protection to holders of Notes in the event of a highly leveraged transaction.

We are obligated to pay reasonable compensation to the trustee. We will indemnify the trustee against any losses, liabilities or expenses incurred by it in connection with its duties. These payments will be senior to the claims of the holders of the Notes.

#### **Interest**

We will pay interest on the Notes to holders of record on July 15 and January 15 of each year, whether or not such day is a business day, at an interest rate of 5.0% per annum payable semiannually in arrears on the following August 8 and February 8 of each year, commencing on February 8, 2004. Interest on the Notes will accrue from August 8, 2003 or, if interest has already been paid, from the date it was most recently paid. Interest payable upon redemption will be paid to the person to whom principal is payable. Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. We will pay the principal of, and interest (including contingent interest, if any) on, the Notes at the office or agency maintained by us in the Borough of Manhattan in New York City. Holders may register the transfer of their Notes at the same location. We reserve the right to pay interest to holders of the Notes by check mailed to the holders at their registered addresses. However, a holder of Notes with an aggregate principal amount in excess of \$1,000,000 will be paid by wire transfer in immediately available funds. In general, we will not pay accrued interest on any Notes that are converted into shares of common stock. Except under the limited circumstances described below, the Notes will be issued only in fully registered book-entry form, without coupons, and will be represented by one or more global notes. The Notes shall be issued only in denominations of \$1,000 of principal amount and any integral multiple of \$1,000. There will be no service charge for any registration of transfer or exchange of Notes. We may, however, require holders to pay a sum sufficient to cover any tax, assessment or other governmental charge payable in connection with any transfer or exchange.

#### **Guarantees**

The Notes are guaranteed by our domestic operating subsidiaries as of the time of the private placements. If, after the date of this prospectus, any debt securities of the Company (excluding bank credit facilities) have the benefit of guarantees (“other guarantees”) from any subsidiary of the Company that does not also guarantee the Notes, then (but only so long as such other guarantees continue in effect), the Company will cause such subsidiary to guarantee all obligations with respect to the Notes on a senior basis and otherwise on the same terms as such other guarantees. Any guarantees of such subsidiary so issued will be released or amended if (and to the full extent that) the other guarantees by such subsidiary are released or amended. In addition, in the event of a sale of all or substantially all of the capital stock or assets of any guarantor, the guarantee of such guarantor will be released.

#### **Contingent Interest**

Beginning August 8, 2010, we will pay contingent interest during any six-month period beginning August 8 and ending February 7 or beginning February 8 and ending August 7 if the average trading price of the Notes per \$1,000 principal amount for the five trading day period ending on the third trading day immediately preceding the first day of the applicable six-month period equals \$1,200 or more. The average trading price of the Notes shall be determined no later than the second trading day immediately preceding the first day of the applicable six-month period by the conversion agent acting as calculation agent in the manner set forth in the definition of “trading price” under “—Conversion Rights; Conversion Upon Satisfaction of Trading Price Condition”. During any period when contingent interest is payable, it will be payable at a rate equal to the greater of (i) 0.5% per annum of the principal amount of the Notes and (ii) 0.5% per annum of the average trading price of the Notes for the five trading day period immediately preceding such six-month period. We will pay contingent interest, if any, in the same manner as we will pay interest as described above under “—Interest”.

#### **Conversion Rights**

A holder may convert any outstanding Notes into shares of our common stock at an initial conversion price per share of \$39.24 upon the terms described in this section. This represents a conversion rate of approximately

25,4842 shares per \$1,000 principal amount of the Notes. The conversion price (and resulting conversion rate) is, however, subject to adjustment as described below. A holder may convert Notes only in denominations of \$1,000 and integral multiples of \$1,000.

#### *General*

Holders may surrender Notes for conversion into shares of our common stock prior to the maturity date in the following circumstances:

- upon satisfaction of the market price condition;
- if we have called the Notes for redemption;
- upon satisfaction of the trading price condition;
- upon the occurrence of specified credit rating events; or
- upon the occurrence of specified corporate transactions.

#### *Conversion Upon Satisfaction of Market Price Condition*

A holder may surrender any of its Notes for conversion into shares of our common stock during any calendar quarter commencing after September 30, 2003 if the closing sale price of our common stock for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day of the quarter preceding the quarter in which the conversion occurs exceeds 120% of the conversion price per share of our common stock on that 30th trading day. The conversion agent, which initially is the trustee, will determine on our behalf at the end of each quarter whether the Notes are convertible as a result of the market price of our common stock.

#### *Conversion Upon Notice of Redemption*

A holder may surrender for conversion any Note called for redemption at any time prior to the close of business on the day that is two business days prior to the redemption date, even if the Notes are not otherwise convertible at such time.

#### *Conversion Upon Satisfaction of Trading Price Condition*

A holder may surrender any of its Notes for conversion into shares of common stock during the five trading day period immediately following any ten consecutive trading day period in which the trading price per \$1,000 principal amount of the Notes (as determined following a request by a holder of the Notes in accordance with the procedures described below) for each day of such period was less than 95% of the product of the closing sale price per share of our common stock on that day multiplied by the number of shares of our common stock issuable upon conversion of \$1,000 principal amount of the Notes; provided, however, that if, on the day before any conversion pursuant to this 95% price condition, the closing sale price per share of our common stock is greater than the conversion price, then a holder surrendering Notes for such conversion will receive, at the Company's option, in lieu of a number of shares of our common stock based on the conversion price, cash or common stock or a combination of both with a value equal to the principal amount of such holder's Notes so surrendered as of the conversion date (which we refer to as a principal value conversion). If a holder surrenders its Notes for such conversion, we will notify such holder by the second trading day following the date of conversion whether we will pay such holder in cash, our common stock or a combination of cash and our common stock, and in what percentage. Any shares of our common stock delivered will be valued at the greater of (x) the conversion price on the conversion date and (y) the closing sale price of our common stock on the third trading day after the conversion date. We will pay such holder any portion of the principal amount of such holder's Notes so surrendered to be paid in cash on the third trading day after the conversion date. With respect to any portion of the sum of the principal amount of such holder's Notes so surrendered to be paid in shares of our common stock, we will deliver the shares to such holder on the fourth trading day following the conversion date.

The “trading price” of the Notes on any date of determination means the average of the secondary market bid quotations per \$1,000 principal amount of Notes obtained by the conversion agent for \$5,000,000 in principal amount of the Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers we select, provided that if at least three such bids cannot reasonably be obtained by the conversion agent, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained by the conversion agent, this one bid shall be used. If the conversion agent cannot reasonably obtain at least one bid for \$5,000,000 in principal amount of the Notes from a nationally recognized securities dealer or, in our reasonable judgment, the bid quotations are not indicative of the secondary market value of the Notes, then the trading price of the Notes will be determined in good faith by the conversion agent acting as calculation agent taking into account in such determination such factors as it, in its sole discretion after consultation with us, deems appropriate. Other than in connection with a determination of whether contingent interest shall be payable, the conversion agent shall have no obligation to determine the trading price of the Notes unless we have requested such determination; and we shall have no obligation to make such request unless a holder provides us with reasonable evidence that the trading price of the Notes is less than 95% of the product of the closing sale price of our common stock and the number of shares issuable upon conversion of \$1,000 principal amount of the Notes; at which time, we shall instruct the conversion agent to determine the trading price of the Notes beginning on the next trading day and on each successive trading day until the trading price is greater than or equal to 95% of the product of the closing sale price of our common stock and the number of shares of our common stock issuable upon conversion of \$1,000 principal amount of the Notes.

*Conversion Upon Credit Rating Event*

A holder may surrender any of its Notes for conversion into shares of our common stock during any period in which the credit ratings assigned to the Notes is lower than B2 by Moody’s or lower than B by Standard & Poor’s or the Notes are no longer rated by at least one of these rating services or their successors.

*Conversion Upon Specified Corporate Transactions*

If we elect to:

- distribute to all holders of our common stock rights, warrants or options entitling them to subscribe for or purchase, for a period expiring within 60 days of the date of distribution, shares of our common stock at less than the then current market price; or
- distribute to all holders of shares of our common stock any shares of our capital stock (other than our common stock), evidence of indebtedness, cash, other assets or certain rights to purchase our securities, which distribution has a per share value exceeding 5% of the closing price of our common stock on the trading day preceding the declaration date for such distribution,

we must notify the holders of Notes at least 20 days prior to the ex-dividend date for such distribution. Once we have given such notice, holders may surrender their Notes for conversion until the earlier of the close of business on the business day prior to the ex-dividend date or our announcement that such distribution will not take place. This provision shall not apply if the holder of a Note otherwise participates in the distribution without conversion.

In addition, the indenture provides that upon conversion of the Notes, the holders of such Notes will receive, in addition to the shares of common stock issuable upon such conversion, the rights related to such common stock pursuant to any future shareholder rights plan, whether or not such rights have separated from the common stock at the time of such conversion. However, there shall not be any adjustment to the conversion privilege or conversion rate solely as a result of:

- the adoption of any shareholder rights plan;
- the issuance of the rights; or
- the distribution of separate certificates representing the rights.

In addition, if we are a party to a consolidation, merger, share exchange, sale of all or substantially all of our assets or other similar transaction, in each case pursuant to which the shares of our common stock would be subject to conversion into cash, securities or other property, a holder may surrender its Notes for conversion at any time from and after the date which is 15 days prior to the anticipated effective date of such transaction until and including the date which is 15 days after the actual date of such transaction. If we are a party to a consolidation, merger, share exchange, sale of all or substantially all of our assets or other similar transaction, in each case pursuant to which the shares of our common stock are converted into cash, securities or other property, then at the effective time of the transaction, a holder's right to convert its Notes into shares of our common stock will be changed into a right to convert such Notes into the kind and amount of cash, securities and other property which such holder would have received if such holder had converted such Notes immediately prior to the transaction. If the transaction also constitutes a change in control, such holder can require us to repurchase all or a portion of its Notes as described under "—Right to Require Purchase of Notes upon a Change in Control".

If a holder of a Note has delivered notice of its election to have such Note repurchased at the option of such holder or as a result of a change in control, such Note may be converted only if the notice of election is withdrawn as described, respectively, under "—Repurchase of Notes at the Option of the Holder" or "—Right to Require Purchase of Notes upon a Change in Control".

#### Conversion Price Adjustments

We will adjust the conversion price if (without duplication):

- (1) we issue shares of our common stock or other capital stock as a dividend or distribution on our common stock;
- (2) we subdivide, combine or reclassify our common stock;
- (3) we issue to all holders of our common stock rights, warrants or options entitling them to subscribe for or purchase shares of our common stock or securities convertible into shares of our common stock at a price per share less than the market price;
- (4) we distribute to all holders of our common stock evidences of our indebtedness, shares of capital stock (other than shares of our common stock), securities, cash, other securities or assets, rights, warrants or options, excluding:
  - those rights, warrants or options referred to in clause (3) above;
  - any dividend or distribution paid to all or substantially all holders of our common stock exclusively in cash not referred to in clause (5) below; and
  - any dividend or distribution referred to in clause (1) above;
- (5) we declare a dividend or distribution to all of the holders of our common stock;
- (6) we complete a repurchase (including by way of a tender offer) of shares of our common stock, and the fair market value of the sum of:
  - the aggregate consideration paid for such common stock; and
  - the aggregate fair market value of any amounts previously paid for the repurchase of common stock of a type referred to in this clause (6) within the preceding 12 months in respect of which no adjustment has been made;

exceeds 5% of our aggregate common stock market capitalization on the date of, and after giving effect to, such repurchase; or

- (7) someone other than us or one of our subsidiaries makes a payment in respect of a tender offer or exchange offer in which, as of the closing date of the offer, our board of directors is not recommending rejection of the offer. The adjustment referred to in this clause will only be made if:
- the tender offer or exchange offer is for an amount that increases the offeror's ownership of our common stock to more than 50% of the aggregate ordinary voting power represented by our issued and outstanding voting stock; and
  - the cash and value of any other consideration included in the payment per share of common stock exceeds the current market price per share of common stock on the business day next succeeding the last date on which tenders or exchanges may be made pursuant to the tender or exchange offer.
- However, the adjustment referred to in this clause (7) will not be made if, as of the closing of the offer, the offering documents disclose a plan or an intention to cause the Company to engage in a consolidation or merger involving the Company or a sale of all or substantially all of the Company assets.

For purposes of the foregoing, the term "common stock market capitalization" as of any date of calculation means the average closing sale price of our common stock on the 10 trading days immediately prior to such date of calculation multiplied by the average aggregate number of shares of our common stock outstanding on the 10 trading days immediately prior to such date of calculation.

To the extent that we adopt any future rights plan, upon conversion of the Notes into our common stock, you will receive, in addition to our common stock, the rights under the future rights plan whether or not the rights have separated from our common stock at the time of conversion and no adjustment to the conversion price will be made in accordance with clause (4) above.

The conversion price will not be adjusted until adjustments amount to 1% or more of the conversion price as last adjusted. We will carry forward any adjustment we do not make and will include it in any future adjustment.

We will not issue fractional shares of common stock to a holder who converts a Note. In lieu of issuing fractional shares, we will pay cash based upon the closing sale price of our common stock on the date of conversion.

Except as described in this paragraph, no holder of Notes will be entitled, upon conversion of the Notes, to any actual payment or adjustment on account of accrued and unpaid interest, including contingent interest, if any, or on account of dividends on shares issued in connection with the conversion. If any holder surrenders a Note for conversion between the close of business on any record date for the payment of an installment of interest (including contingent interest, if any) and the opening of business on the related interest payment date, the holder must deliver payment to us of an amount equal to the interest payable on the interest payment date (including contingent interest, if any) on the principal amount to be converted together with the Note being surrendered. The foregoing sentence shall not apply to Notes called for redemption on a redemption date within the period between and including the record date and the interest payment date.

We may from time to time reduce the conversion price if our board of directors determines that this reduction would be in the best interests of the Company. Any such determination by our board of directors will be conclusive. Any such reduction in the conversion price must remain in effect for at least 20 trading days. In addition, we may from time to time reduce the conversion price if our board of directors deems it advisable to avoid or diminish any income tax to holders of our common stock resulting from any stock or rights distribution on our common stock.

#### **Optional Redemption of the Notes**

Prior to August 13, 2010, we cannot redeem the Notes at our option. Beginning on August 13, 2010, we may redeem the Notes, in whole at any time, or in part from time to time, for cash at a price equal to 100% of the



principal amount of the Notes plus accrued and unpaid interest (including contingent interest, if any) up to but not including the date of redemption. We will give not less than 30 days' nor more than 60 days' notice of redemption by mail to holders of the Notes. If we opt to redeem less than all of the Notes at any time, the trustee will select or cause to be selected the Notes to be redeemed on a pro rata basis. In the event of a partial redemption, the trustee may provide for selection for redemption of portions of the principal amount of any Note of a denomination larger than \$1,000.

#### **Repurchase of Notes at the Option of the Holder**

A holder has the right to require us to repurchase all or a portion of the Notes held by the holder on August 8, 2010, 2013 and 2018. We will repurchase the Notes for an amount of cash equal to 100% of the principal amount of the Notes on the date of purchase, plus accrued and unpaid interest (including contingent interest, if any) up to, but not including, the date of repurchase. To exercise the repurchase right, the holder of a Note must deliver, during the period beginning at any time from the opening of business on the date that is 20 business days prior to the repurchase date until the close of business on the business day before the repurchase date, a written notice to us and the trustee of such holder's exercise of the repurchase right. This notice must be accompanied by certificates evidencing the Note or Notes with respect to which the right is being exercised, duly endorsed for transfer. This notice of exercise may be withdrawn by the holder at any time on or before the close of business on the business day preceding the repurchase date.

#### **Mandatory Redemption**

Except as set forth under “—Right to Require Purchase of Notes upon a Change in Control” and “—Repurchase of Notes at the Option of the Holder”, we are not required to make mandatory redemption of, or sinking fund payments with respect to, the Notes.

#### **Right to Require Purchase of Notes upon a Change in Control**

If a change in control (as defined below) occurs, each holder of Notes may require that we repurchase the holder's Notes on the date fixed by us that is not less than 45 days nor more than 60 days after we give notice of the change in control. We will repurchase the Notes for an amount of cash equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest, including contingent interest, if any, to the date of repurchase.

“Change in control” means the occurrence of one or more of the following events:

- any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of our assets to any person or group of related persons, as defined in Section 13 (d) of the Securities Exchange Act of 1934, as amended (a “Group”) (whether or not otherwise in compliance with the provisions of the indenture);
- the approval by the holders of our capital stock of any plan or proposal for our liquidation or dissolution (whether or not otherwise in compliance with the provisions of the indenture);
- any person or Group shall become the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of shares representing more than 50% of the aggregate ordinary voting power represented by our issued and outstanding voting stock; or
- the first day on which a majority of the members of our board of directors are not continuing directors.

The definition of “change in control” includes a phrase relating to the sale, lease, transfer, conveyance or other disposition of “all or substantially all” of our assets. Although there is a developing body of case law interpreting the phrase “substantially all”, there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require us to repurchase such Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of our assets to another person or Group may be uncertain.

“Continuing directors” means, as of any date of determination, any member of our board of directors who:

- was a member of such board of directors on the date of the original issuance of the Notes; or
- was nominated for election or elected to such board of directors with the approval of a majority of the continuing directors who were members of such board at the time of such nomination or election.

On or prior to the date of repurchase, we will deposit with a paying agent an amount of money sufficient to pay the aggregate repurchase price of the Notes which is to be paid on the date of repurchase.

On or before the 30th day after the change in control, we must mail to the trustee and all holders of the Notes a notice of the occurrence of the change in control, stating, among other things:

- the repurchase date;
- the date by which the repurchase right must be exercised;
- the repurchase price for the Notes; and
- the procedures which a holder of Notes must follow to exercise the repurchase right.

To exercise the repurchase right, the holder of a Note must deliver, on or before the third business day before the repurchase date, a written notice to us and the trustee of the holder’s exercise of the repurchase right. This notice must be accompanied by certificates evidencing the Note or Notes with respect to which the right is being exercised, duly endorsed for transfer. This notice of exercise may be withdrawn by the holder at any time on or before the close of business on the business day preceding the repurchase date.

The effect of these provisions granting the holders the right to require us to repurchase the Notes upon the occurrence of a change in control may make it more difficult for any person or group to acquire control of us or to effect a business combination with us. Our ability to pay cash to holders of Notes following the occurrence of a change in control may be limited by our then existing financial resources. We cannot assure you that sufficient funds will be available when necessary to make any required repurchases. See “Risk Factors—We may not be able to repurchase the Notes when required”.

Our obligation to make a change in control offer will be satisfied if a third party makes the change in control offer in the manner and at the times and otherwise in compliance in all material respects with the requirements applicable to a change in control offer made by us and purchases all Notes properly tendered and not withdrawn under the change in control offer.

If a change in control occurs and the holders exercise their rights to require us to repurchase Notes, we intend to comply with applicable tender offer rules under the Exchange Act with respect to any repurchase.

The term “beneficial owner” will be determined in accordance with Rules 13d-3 and 13d-5 promulgated by the SEC under the Exchange Act or any successor provision, except that a person shall be deemed to have “beneficial ownership” of all shares of our common stock that the person has the right to acquire, whether exercisable immediately or only after the passage of time.

#### **Consolidation, Merger and Sale of Assets**

We may, without the consent of the holders of any of the Notes, consolidate with, or merge into, any other person or convey, transfer or lease our properties and assets substantially as an entirety to, any other person, if:

- we are the resulting or surviving corporation, or the successor, transferee or lessee, if other than us, is a corporation organized and validly existing under the laws of United States, any State thereof or the District of Columbia and expressly assumes by supplemental indenture executed and delivered to the trustee, all of our obligations under the indenture, the Notes and the registration rights agreement; and
- after giving effect to the transaction, no event of default and no event which, with notice or lapse of time, or both, would constitute an event of default, shall have occurred and be continuing.

Under any consolidation, merger or any conveyance, transfer or lease of our properties and assets as described in the preceding paragraph, the successor company will be our successor and shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the indenture. If the predecessor is still in existence after the transaction, it will be released from its obligations and covenants under the indenture and the Notes.

#### **Modification and Waiver**

We, the subsidiary guarantors and the trustee may enter into one or more supplemental indentures that add, change or eliminate provisions of the indenture or modify the rights of the holders of the Notes with the consent of the holders of at least a majority in aggregate principal amount of the Notes then outstanding. However, without the consent of each holder of an outstanding Note, no supplemental indenture may, among other things:

- change the stated maturity of the principal of, or payment date of any installment of interest (including contingent interest, if any) on, any Note;
- reduce the principal amount of, or the rate of interest (including contingent interest, if any) on, any Note;
- change the currency in which the principal of any Note or interest is payable;
- impair the right to institute suit for the enforcement of any payment on or with respect to any Note when due;
- after the Company's obligation to purchase Notes arises thereunder, amend, change or modify in any material respect in a manner adverse to the holders of the obligation of the Company to make and consummate a Change of Control offer in the event of a Change of Control or, after such Change of Control has occurred, modify any of the provisions or definitions with respect thereto;
- adversely affect the right provided in the indenture to convert any Note;
- reduce the percentage in principal amount of the outstanding Notes necessary to modify or amend the indenture or to consent to any waiver provided for in the indenture;
- waive a default in the payment of principal of, or interest (including contingent interest, if any) on, any Note; or
- modify or change the provision of the indenture regarding waiver of past defaults and the provision regarding rights of holders to receive payment.

The holders of a majority in principal amount of the outstanding Notes may, on behalf of the holders of all Notes:

- waive compliance by us with restrictive provisions of the indenture other than as provided in the preceding paragraph; and
- waive any past default under the indenture and its consequences, except a default in the payment of the principal of or any interest (including contingent interest, if any) on any Note or in respect of a provision which under the indenture cannot be modified or amended without the consent of the holder of each outstanding Note affected.

Without the consent of any holders of Notes, we, the subsidiary guarantors and the trustee may enter into one or more supplemental indentures for any of the following purposes:

- to cure any ambiguity, omission, defect or inconsistency in the indenture;
- to evidence a successor to us and the assumption by the successor of our obligations under the indenture and the Notes;
- to make any change that does not adversely affect the rights of any holder of the Notes;

- to provide the holders of the Notes with any additional rights or benefits;
- to comply with any requirement in connection with the qualification of the indenture under the Trust Indenture Act; or
- to complete or make provision for certain other matters contemplated by the indenture.

#### Events of Default

Each of the following is an “event of default”:

- (1) a default in the payment of any interest (including contingent interest and liquidated damages, if any) upon any of the Notes when due and payable and such default continues for a period of 30 days;
- (2) a default in the payment of the principal of the Notes when due, including on a redemption or repurchase date;
- (3) the failure to pay at final maturity (giving effect to any applicable grace periods and any extensions thereof) the stated principal amount of any of our or our subsidiaries’ indebtedness, or the acceleration of the final stated maturity of any such indebtedness (which acceleration is not rescinded, annulled or otherwise cured within 20 days of receipt by us or such subsidiary of notice of any such acceleration) if the aggregate principal amount of such indebtedness, together with the principal amount of any other such indebtedness in default for failure to pay principal at final stated maturity or which has been accelerated (in each case with respect to which the 20-day period described above has elapsed), aggregates \$20,000,000 or more at any time;
- (4) failure by us or any of our significant subsidiaries to pay final, non-appealable judgments (other than any judgment as to which a reputable insurance company has accepted full liability) aggregating in excess of \$20,000,000, which judgments are not stayed, bonded or discharged within 60 days after their entry;
- (5) a default by us in the performance, or breach, of any of our covenants in the indenture which are not remedied within 45 days;
- (6) our failure to issue common stock upon conversion of Notes by a holder in accordance with the provisions set forth in the indenture;
- (7) any guarantee by a significant subsidiary shall for any reason cease to be in full force and effect or be asserted by the Company or any such guarantor, as applicable, not to be in full force and effect (in each case, except pursuant to the release of any such guarantee in accordance with the provisions of the indenture); or
- (8) events of bankruptcy, insolvency or reorganization involving us or any of our significant subsidiaries.

For purposes of items (4), (7) or (8) above, a “significant subsidiary” shall be, generally, a subsidiary that accounts for more than 10% of the Company and its consolidated subsidiaries’ assets or income for the most recently completed fiscal year.

If an event of default described above (other than an event of default specified in clause (8) above with respect to the Company) occurs and is continuing, either the trustee or the holders of at least 25% in principal amount of the outstanding Notes may declare the principal amount of and accrued and unpaid interest (including contingent interest, if any) on all Notes to be immediately due and payable. This declaration may be rescinded if the conditions described in the indenture are satisfied. If an event of default of the type referred to in clause (8) above with respect to the Company occurs, the principal amount of and accrued and unpaid interest (including contingent interest, if any) on the outstanding Notes will automatically become immediately due and payable.

Within 90 days following a default, the trustee must give to the registered holders of Notes notice of all uncured defaults known to it. The trustee will be protected in withholding the notice if it in good faith determines

that the withholding of the notice is in the best interests of the registered holders, except in the case of a default in the payment of the principal of, or interest, including contingent interest, if any, on, any of the Notes when due or in the payment of any redemption or repurchase obligation.

The holders of not less than a majority in principal amount of the outstanding Notes may direct the time, method and place of conducting any proceedings for any remedy available to the trustee, or exercising any trust or power conferred on the trustee. Subject to the provisions of the indenture relating to the duties of the trustee, if an event of default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any of the holders of the Notes unless the holders have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, or interest, including contingent interest, if any, when due or the right to convert a Note in accordance with the indenture, no holder may institute a proceeding or pursue any remedy with respect to the indenture or the Notes unless the conditions provided in the indenture have been satisfied, including:

- holders of at least 25% in principal amount of the outstanding Notes have requested the trustee to pursue the remedy; and
- holders have offered the trustee security or indemnity satisfactory to the trustee against any loss, liability or expense.

We are required to deliver to the trustee annually a certificate indicating whether the officers signing the certificate know of any default by us in the performance or observance of any of the terms of the indenture. If the officers know of a default, the certificate must specify the status and nature of all defaults.

#### **Book-Entry System**

The Notes were issued in the form of global notes held in book-entry form. DTC or its nominee is the sole registered holder of the Notes for all purposes under the indenture. Owners of beneficial interests in the Notes represented by the global notes hold their interests pursuant to the procedures and practices of DTC. As a result, beneficial interests in any such securities will be shown on, and transfers will be effected only through, records maintained by DTC and its direct and indirect participants. Any such interests may not be exchanged for certificated securities, except in limited circumstances. Owners of beneficial interests must exercise any rights in respect of their interests, including any right to convert or require repurchase of their interests in the Notes, in accordance with the procedures and practices of DTC. Beneficial owners are not holders and are not entitled to any rights under the global notes or the indenture. We and the trustee, and any of our respective agents, may treat DTC as the sole holder and registered owner of the global notes.

#### **Exchange of Global Notes**

The Notes, represented by one or more global notes, will be exchangeable for certificated notes with the same terms only if:

- DTC is unwilling or unable to continue as depository or if DTC ceases to be a clearing agency registered under the Exchange Act and we do not appoint a successor depository within 90 days;
- we decide to discontinue use of the system of book-entry transfer through DTC or any successor depository; or
- an event of default under the indenture occurs and is continuing.

DTC has advised us as follows: DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” for registered participants, and it facilitates the settlement of transactions among its participants in securities through electronic computerized book-entry changes in participants’ accounts,

eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers, including agents, banks, trust companies, clearing corporations and other organizations, some of whom and/or their representatives own DTC. Access to DTC's book-entry system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

#### **Registration Rights**

We and our guarantor subsidiaries entered into a registration rights agreement with the initial purchasers for the benefit of the holders of the Notes and the shares of our common stock issuable on conversion of the Notes. The shelf registration statement to which this prospectus relates is intended to satisfy our obligations under that agreement. Under that agreement, we will at our cost, use all reasonable efforts to keep the shelf registration statement effective after its effective date until the earlier of:

- the sale pursuant to the shelf registration statement of all of the Notes and any shares of our common stock issued upon conversion of the Notes; and
- the expiration of the holding period applicable to the Notes and the shares of our common stock issuable upon conversion of the Notes held by non-affiliates of the Company under Rule 144(k) under the Securities Act, or any successor provision, subject to certain exceptions.

We have the right to suspend use of the shelf registration statement during specified periods of time relating to pending corporate developments and public filings with the SEC and similar events. If we fail to file the shelf registration statement on or prior to the 90th day after original issuance of the Notes, the shelf registration statement is not declared effective on or prior to the 210th day after original issuance of the Notes or, after the shelf registration statement has been declared effective, we fail to keep the shelf registration statement effective or usable in accordance with and during the periods specified in the registration rights agreement, then, in each case, we will pay liquidated damages to all holders of Notes and all holders of our common stock issued on conversion of the Notes equal to (i) in respect of each \$1,000 principal amount of Notes, at a rate per annum equal to 0.5% of such principal amount, and (ii) in respect of any shares of common stock issued upon conversion of Notes, at a rate per annum equal to 0.5% of the principal amount of Notes that would then be convertible into such shares. So long as the failure to file or become effective or such unavailability continues, we will pay liquidated damages in cash on August 8 and February 8 of each year to the holder of record of the Notes or common stock issuable in respect of the Notes on the immediately preceding July 15 or January 15. When such registration default is cured, accrued and unpaid liquidated damages will be paid in cash on the subsequent interest payment date to the record holder as of the date of such cure.

#### **Governing Law**

The indenture and the Notes are governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws.

## DESCRIPTION OF CAPITAL STOCK

This summary of the material features and rights of Yellow's capital stock does not purport to be exhaustive and is qualified in its entirety by reference to applicable Delaware law and Yellow's certificate of incorporation and by-laws. See "Where You Can Find More Information".

### Common Stock

Our certificate of incorporation authorizes the issuance of up to 120,000,000 common shares, par value \$1.00 per share. As of October 15, 2003, there were 31,946,570 common shares issued, which included 29,587,422 outstanding shares and 2,359,148 treasury shares. Holders of our common shares are entitled to one vote per share with respect to each matter presented to our stockholders on which the holders of common shares are entitled to vote. Subject to the preferences applicable to any outstanding preferred stock, the holders of common shares are entitled to receive ratably any dividends declared by our board of directors out of funds legally available for that purpose. In the event of liquidation, holders of common shares will be entitled to receive any assets remaining after the payment of our debts and the expenses of the liquidation, subject to such preferences applicable to any outstanding preferred stock. The holders of our common shares have no pre-emptive, subscription or conversion rights. All issued and outstanding shares of common stock are validly issued, fully paid and nonassessable.

### Preferred Stock

Our certificate of incorporation authorizes the issuance of up to 5,000,000 shares of preferred stock, par value \$1.00 per share. As of October 15, 2003, no shares of preferred stock were issued and outstanding. Our board of directors has the authority, without action by our stockholders, to designate and issue preferred stock in one or more series and to designate the rights, preferences and privileges of each series, which may be greater than the rights of our common shares. The issuance of preferred stock could have the effect of delaying, deferring or preventing a change in control of our company without further action by our stockholders and may adversely affect the market price, and the voting and other rights, of the holders of our common shares. The issuance of preferred stock with voting and conversion rights may adversely affect the voting power of the holders of common shares, including the loss of voting rights to others.

### Delaware Anti-Takeover Law

We are a Delaware corporation subject to Section 203 of the Delaware General Corporation Law. Under Section 203, certain "business combinations" between a Delaware corporation and an "interested stockholder" are prohibited for a three-year period following the date that such stockholder became an interested stockholder, unless:

- the business combination or the transaction which resulted in the stockholder becoming an interested stockholder was approved by the board of directors of the corporation before such stockholder became an interested stockholder;
- upon consummation of the transaction that resulted in such stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (a) by directors who are also officers and (b) by employee stock plans in which the employees do not have a confidential right to tender stock held by the plan in a tender or exchange offer; or
- the business combination is approved by the board of directors of the corporation and authorized at a meeting by two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

The three-year prohibition also does not apply to some business combinations proposed by an interested stockholder following the announcement or notification of an extraordinary transaction involving the corporation and a person who had not been an interested stockholder during the previous three years or who became an interested stockholder with the approval of a majority of the corporation's directors.

Under the Delaware General Corporation Law, the term "business combination" is defined generally to include mergers or consolidations between a Delaware corporation and an interested stockholder, transactions with an interested stockholder involving the assets or stock of the corporation or its majority-owned subsidiaries, and transactions that increase an interested stockholder's percentage ownership of stock. The term "interested stockholder" is defined generally as those stockholders who become beneficial owners of 15% or more of a Delaware corporation's voting stock, together with the affiliates or associates of that stockholder.

#### **Anti-Takeover Effects of Our Certificate of Incorporation and Bylaws**

In addition, our certificate of incorporation provides that certain "business combinations" require an affirmative vote of holders of at least 80% of the voting power of the then outstanding capital stock entitled to vote generally in the election of directors.

Our certificate of incorporation also contains restrictions on such business combinations by requiring the approval of a majority of continuing directors, as well as by requiring that certain fair price provisions be satisfied. Continuing directors are directors (a) serving as directors prior to June 1, 1983, (b) serving as directors before the substantial stockholder acquired 10% of the then outstanding voting shares or (c) designated as continuing directors by a majority of the then continuing directors prior to the directors' election. Fair price provisions in our certificate of incorporation mandate that the amount of cash and the fair market value of other consideration to be received per share by holders of common stock not fall below certain ratios.

The term "business combination" is defined in our certificate of incorporation generally to include any merger or consolidation of our company or any subsidiary with or into any substantial stockholder or any other corporation, whether or not itself a substantial stockholder which, after such merger or consolidation, would be an affiliate of a substantial stockholder, transactions with a substantial stockholder involving assets or stock of our company or any majority-owned subsidiary with an aggregate fair market value of \$5,000,000 or more, and transactions that increase a substantial stockholder's percentage ownership of our capital stock. A "substantial stockholder" is defined generally as any person who is or becomes the beneficial owner of not less than 10% of the voting shares, together with any affiliate of such stockholder. An "affiliate" has the meaning set forth in the rules under the Securities Exchange Act of 1934, as amended.

Our certificate of incorporation also provides that stockholders may act only at an annual or special meeting of stockholders and not by written consent. Our bylaws provide that special meetings of the stockholders can be called only by the Chairman of the Board, the Chief Executive Officer or a majority of our board of directors. These provisions could have the effect of delaying until the next annual stockholders meeting stockholder actions that are favored by the holders of a majority of the outstanding voting securities. These provisions may also discourage another person or entity from making an offer to stockholders for the common stock. This is because the person or entity making the offer, even if it acquired a majority of our outstanding voting securities, would be unable to call a special meeting of the stockholders and would be unable to obtain unanimous written consent of the stockholders. As a result, any meeting as to matters they endorse, including the election of new directors or the appraisal of a merger, would have to wait for the next duly called stockholders meeting.



## MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion describes the material U.S. federal income tax considerations relevant to persons holding the Notes and our common stock into which the Notes may be converted. This discussion applies only to holders that:

- are initial holders who purchased the Notes at the “issue price” (as defined below); and
- hold the Notes and our common stock as capital assets.

This discussion does not describe all of the tax considerations that may be relevant to a subsequent purchaser of Notes or to a holder in light of its particular circumstances or to holders subject to special rules, such as:

- certain financial institutions;
- insurance companies;
- tax-exempt organizations;
- dealers and certain traders in securities;
- persons holding the Notes or our common stock as part of a “straddle”, “hedge”, “conversion” or similar transaction;
- United States Holders (as defined below) whose functional currency is not the U.S. dollar;
- certain former citizens or residents of the United States;
- partnerships or other entities classified as partnerships for U.S. federal income tax purposes; and
- persons subject to the alternative minimum tax.

This discussion is based on the Internal Revenue Code of 1986, as amended (the “Code”), administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, changes to any of which subsequent to the date of this offering memorandum may affect the tax consequences described herein, possibly with retroactive effect.

No ruling has been requested from the IRS with respect to any of the U.S. federal income tax consequences of the matters which are discussed herein and the IRS may not agree with some of the conclusions set forth herein. If the IRS contests a conclusion set forth herein, no assurance can be given that a holder of the Notes would ultimately prevail in a final determination by a court.

THIS DISCUSSION IS PROVIDED FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE TO ANY HOLDER. HOLDERS OF THE NOTES ARE URGED TO CONSULT THEIR TAX ADVISERS WITH REGARD TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE LAWS OF ANY STATE, LOCAL OR FOREIGN TAXING JURISDICTION.

### Classification of the Notes

The Notes will be treated as indebtedness for U.S. federal income tax purposes. Under the indenture governing the Notes, we have agreed, and by acceptance of a beneficial interest in a Note, each holder of a Note has been deemed to have agreed, to treat the Notes as indebtedness for U.S. federal income tax purposes that is subject to the Treasury regulations governing contingent payment debt instruments (the “contingent payment debt regulations”). Pursuant to the terms of the indenture, we and every holder have agreed (in the absence of an administrative determination or judicial ruling to the contrary) to be bound by our application of the contingent

payment debt regulations to the Notes, including our determination of the projected payment schedule (as described below) and the rate at which interest will be deemed to accrue on the Notes for U.S. federal income tax purposes.

The IRS has issued a ruling addressing the U.S. federal income tax classification and treatment of instruments similar, although not identical, to the Notes, and concluded that the instruments addressed in that published guidance were subject to the contingent payment debt regulations. In addition, the IRS clarified various aspects of the potential applicability of certain other provisions of the Code to the instruments addressed in that published guidance. However, the ruling is limited to its particular facts, and, the proper application of the contingent payment debt regulations to the Notes is uncertain in a number of respects, and no assurance can be given that the IRS will not assert that the Notes should be treated differently. A different treatment of the Notes could significantly affect the amount, timing and character of income, gain or loss with respect to holders of the Notes. Accordingly, you are urged to consult your tax adviser regarding the U.S. federal income tax consequences of holding the Notes as well as with respect to any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction, and the possible effects of changes in tax laws.

The remainder of this discussion assumes that the Notes will be treated as indebtedness subject to the contingent payment debt regulations as described above.

#### **Tax Consequences to United States Holders**

As used herein, the term “United States Holder” means a beneficial owner of a Note or our common stock that is for U.S. federal income tax purposes:

- a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States or of any political subdivision thereof; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

#### *Interest Accruals on the Notes*

Under the contingent payment debt regulations, a United States Holder, regardless of its method of accounting for U.S. federal income tax purposes, will be required to accrue interest income on the Notes on a constant yield basis at an assumed yield (the “comparable yield”) determined at the time of issuance of the Notes. Accordingly, United States Holders generally will be required to include interest in income, in each year prior to maturity, in excess of the regular interest payments on the Notes. The comparable yield for the Notes is based on the yield at which we could have issued a nonconvertible fixed rate debt instrument with no contingent payments, but with terms and conditions otherwise similar to those of the Notes. We have determined the comparable yield to be 9.0%.

Solely for purposes of determining the amount of interest income that a United States Holder will be required to accrue, we have prepared a “projected payment schedule” in respect of the Notes representing a series of payments the amount and timing of which would produce a yield to maturity on the Notes equal to the comparable yield. Holders that wish to obtain the projected payment schedule may do so by submitting a written request for such information to Yellow Corporation, 10990 Roe Avenue, Overland Park, Kansas 66211, Attention: Chief Financial Officer.

**Neither the comparable yield nor the projected payment schedule constitutes a projection or representation by us regarding the actual amount that will be paid on the Notes, or the value at any time of the common stock into which the Notes may be converted.** For U.S. federal income tax purposes, a United States Holder is required under the contingent payment debt regulations to use the comparable yield and the projected payment schedule established by us in determining interest accruals and adjustments in respect of a Note, unless such United States Holder timely discloses and justifies the use of a different comparable yield and

projected payment schedule to the IRS. Pursuant to the terms of the indenture, we and every United States Holder have agreed (in the absence of an administrative determination or judicial ruling to the contrary) to be bound by our determination of the comparable yield and projected payment schedule.

Based on the comparable yield and the issue price of the Notes, a United States Holder of a Note (regardless of its accounting method) will be required to accrue interest as the sum of the daily portions of interest on the Notes for each day in the taxable year on which the United States Holder holds the Note, adjusted upward or downward to reflect the difference, if any, between the actual and projected amount of any contingent payments on the Notes (as set forth below). The issue price of the Notes is the first price at which a substantial amount of the Notes were sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity as underwriters, placement agents or wholesalers (the “issue price”).

The daily portions of interest in respect of a Note are determined by allocating to each day in an accrual period the ratable portion of interest on the Note that accrues in the accrual period. The amount of interest on a Note that accrues in an accrual period is the product of the comparable yield on the Note (adjusted to reflect the length of the accrual period) and the adjusted issue price of the Note. The adjusted issue price of a Note at the beginning of the first accrual period will equal its issue price and for any accrual periods thereafter will be (x) the sum of the issue price of such Note and any interest previously accrued thereon (disregarding any positive or negative adjustments described below) minus (y) the amount of any projected payments on the Notes for previous accrual periods.

In addition to the interest accrual discussed above, a United States Holder will be required to recognize interest income equal to the amount of the excess of actual payments over projected payments (a “positive adjustment”) in respect of a Note for a taxable year. For this purpose, the payments in a taxable year include the fair market value of property (including our common stock) received in that year. If a United States Holder receives actual payments that are less than the projected payments in respect of a Note for a taxable year, the United States Holder will incur a “negative adjustment” equal to the amount of such difference. This negative adjustment will (i) first reduce the amount of interest in respect of the Note that a United States Holder would otherwise be required to include in income in the taxable year and (ii) to the extent of any excess, will give rise to an ordinary loss equal to that portion of such excess that does not exceed the excess of (A) the amount of all previous interest inclusions under the Note over (B) the total amount of the United States Holder’s net negative adjustments treated as ordinary loss on the Note in prior taxable years. A net negative adjustment is not subject to the two percent floor limitation imposed on miscellaneous deductions under Section 67 of the Code. Any negative adjustment in excess of the amounts described in (i) and (ii) will be carried forward to offset future interest income in respect of the Notes or to reduce the amount realized on a sale, conversion, exchange, redemption or retirement of the Notes.

#### *Sale, Conversion, Exchange, Redemption or Retirement of the Notes*

Upon a sale, conversion, exchange, redemption or retirement of a Note for cash or our common stock, a United States Holder will generally recognize gain or loss equal to the difference between the amount realized on the sale, conversion, exchange, redemption or retirement (including the fair market value of our common stock received, if any) and such United States Holder’s adjusted tax basis in the Note. A United States Holder’s adjusted tax basis in a Note will generally be equal to the United States Holder’s purchase price for the Note, increased by any interest income previously accrued by the United States Holder (determined without regard to any positive or negative adjustments to interest accruals described above) and decreased by the amount of any projected payments previously made on the Notes to the United States Holder. A United States Holder generally will treat any gain as interest income and any loss as ordinary loss to the extent of the excess of previous interest inclusions over the total negative adjustments previously taken into account as ordinary loss, and the balance as capital loss. The deductibility of capital losses is subject to limitations. A United States Holder who sells the Notes at a loss that meets certain thresholds may be required to file a disclosure statement with the IRS under recently promulgated Treasury regulations.

A United States Holder's tax basis in our common stock received upon a conversion of a Note will equal the then current fair market value of such common stock. The United States Holder's holding period for the common stock received will commence on the day immediately following the date of conversion.

*Constructive Dividends*

If at any time we increase the conversion rate, either at our discretion or pursuant to the anti-dilution provisions, the increase may be deemed to be the payment of a taxable dividend to the United States Holders of the Notes.

Generally, a reasonable increase in the conversion rate in the event of stock dividends or distributions of rights to subscribe for our common stock will not be a taxable dividend.

*Taxation of Distributions on Common Stock*

Distributions paid on our common stock received upon conversion of a Note, other than certain pro rata distributions of common shares, will be treated as a dividend to the extent paid out of current or accumulated earnings and profits (as determined under U.S. federal income tax principles) and will be includible in income by the United States Holder and taxable as ordinary income when received. If a distribution exceeds our current and accumulated earnings and profits, the excess will be first treated as a tax-free return of the United States Holder's investment, up to the United States Holder's tax basis in the common stock. Any remaining excess will be treated as a capital gain. Under recently enacted legislation, dividends received by noncorporate United States Holders on common stock may be subject to U.S. federal income tax at lower rates than other types of ordinary income if certain conditions are met. United States Holders should consult their own tax advisers regarding the implications of this new legislation in their particular circumstances.

*Sale or Other Disposition of Common Stock*

Gain or loss realized by a United States Holder on the sale or other disposition of our common stock received upon conversion of a Note will be capital gain or loss for U.S. federal income tax purposes, and will be long-term capital gain or loss if the United States Holder held the common stock for more than one year. The amount of the United States Holder's gain or loss will be equal to the difference between the United States Holder's tax basis in the common stock disposed of and the amount realized on the disposition. A United States Holder who sells the stock at a loss that meets certain thresholds may be required to file a disclosure statement with the IRS under recently promulgated Treasury regulations.

**Tax Consequences to Non-United States Holders**

As used herein, the term "Non-United States Holder" means a beneficial owner of a Note or our common stock that is, for U.S. federal income tax purposes:

- an individual who is classified as a nonresident alien for U.S. federal income tax purposes;
- a foreign corporation; or
- a foreign estate or trust.

*Payments on Notes*

All payments on the Notes made to a Non-United States Holder, including a payment in our common stock or cash pursuant to a conversion, exchange, redemption or retirement and any gain realized on a sale of the Notes, will be exempt from U.S. federal income and withholding tax, provided that:

- the Non-United States Holder does not own, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote and is not a controlled foreign

corporation related, directly or indirectly, to us through stock ownership and is not a bank receiving certain types of interest;

- the certification requirement described below has been fulfilled with respect to the Non-United States Holder;
- in the case of payments of interest, such interest payments are not made to a Non-United States Holder within a foreign country that the IRS has listed on a list of countries having provisions inadequate to prevent United States tax evasion;
- in the case of payments of interest, such interest is not deemed to be contingent interest within the meaning of the portfolio debt provisions;
- such payments are not effectively connected with the conduct by such Non-United States Holder of a trade or business in the United States; and
- in the case of gain realized on the sale, conversion, exchange, redemption or retirement of the Notes we are not, and have not been within the shorter of the five-year period preceding such sale, conversion, exchange, redemption or retirement and the period the Non-United States Holder held the Notes, a U.S. real property holding corporation. We believe that we are not, and do not anticipate becoming, a U.S. real property holding corporation for U.S. federal income tax purposes.

However, if a Non-United States Holder were deemed to have received a constructive dividend (see “Tax Consequences to United States Holders—Constructive Dividends” above), the Non-United States Holder generally will be subject to United States withholding tax at a 30% rate, subject to reduction by an applicable treaty, on the taxable amount of the dividend. A Non-United States Holder who is subject to withholding tax under such circumstances should consult his own tax adviser as to whether it can obtain a refund for all or a portion of the withholding tax.

The certification requirement referred to above will be fulfilled if the beneficial owner of a Note certifies on IRS Form W-8BEN, IRS Form W-8EXP, or IRS Form W-8IMY, as applicable, under penalties of perjury, that it is not a U.S. person and provides its name and address.

If a Non-United States Holder of a Note is engaged in a trade or business in the United States, and if payments on the Note are effectively connected with the conduct of this trade or business, the Non-United States Holder, although exempt from U.S. withholding tax, will generally be taxed in the same manner as a United States Holder (see “Tax Consequences to United States Holders” above), except that the Non-United States Holder will be required to provide a properly executed IRS Form W-8ECI in order to claim an exemption from withholding tax. These Non-United States Holders should consult their own tax advisers with respect to other tax consequences of the ownership of the Notes, including the possible imposition of a 30% branch profits tax.

#### *Distributions on Common Stock*

Dividends paid to a Non-United States Holder of our common stock generally will be subject to U.S. withholding tax at a 30% rate, subject to reduction under an applicable treaty. In order to obtain a reduced rate of withholding, a Non-United States Holder will be required to provide a properly executed IRS Form W-8BEN, IRS Form W-8EXP, or IRS Form W-8IMY, certifying its entitlement to benefits under a treaty. A Non-United States Holder who is subject to withholding tax under such circumstances should consult his own tax adviser as to whether he can obtain a refund for all or a portion of the withholding tax.

If a Non-United States Holder of our common stock is engaged in a trade or business in the United States, and if the dividends are effectively connected with the conduct of this trade or business, the Non-United States Holder, although exempt from U.S. withholding tax, will generally be taxed in the same manner as a United States Holder (see “Tax Consequences to United States Holders” above), except that the Non-United States Holder will be required to provide a properly executed IRS Form W-8ECI in order to claim an exemption from

withholding tax. These Non-United States Holders should consult their own tax advisers with respect to other tax consequences of the ownership of our common stock, including the possible imposition of a 30% branch profits tax.

*Sale or Other Disposition of Common Stock*

A Non-United States Holder generally will not be subject to U.S. federal income and withholding tax on gain realized on a sale or other disposition of the common stock received upon a conversion of a Note, unless:

- the gain is effectively connected with the conduct by such Non-United States Holder of a trade or business in the United States;
- in the case of a Non-United States Holder who is a nonresident alien individual, the individual is present in the United States for 183 or more days in the taxable year of the disposition and certain other conditions are met; or
- we are or have been a U.S. real property holding corporation at any time within the shorter of the five-year period preceding such sale, exchange or disposition and the period the Non-United States Holder held the common stock. We believe that we are not, and do not anticipate becoming, a U.S. real property holding corporation for United States federal income tax purposes.

If a Non-United States Holder of our common stock is engaged in a trade or business in the United States, and if the gain on the common stock is effectively connected with the conduct of this trade or business, the Non-United States Holder will generally be taxed in the same manner as a United States Holder (see “Tax Consequences to United States Holders” above). These Non-United States Holders should consult their own tax advisers with respect to other tax consequences of the disposition of the common stock, including the possible imposition of a 30% branch profits tax.

**Backup Withholding and Information Reporting**

Information returns may be filed with the IRS in connection with payments on the Notes, the common stock and the proceeds from a sale or other disposition of the Notes or the common stock. A United States Holder may be subject to United States backup withholding tax on these payments if it fails to provide its taxpayer identification number to the paying agent and comply with certification procedures or otherwise establish an exemption from backup withholding. A Non-United States Holder may be subject to United States backup withholding tax on these payments unless the Non-United States Holder complies with certification procedures to establish that it is not a U.S. person. The certification procedures required of Non-United States Holders to claim the exemption from withholding tax on certain payments on the Notes, described above, will generally satisfy the certification requirements necessary to avoid the backup withholding tax as well. The amount of any backup withholding from a payment will be allowed as a credit against the holder’s U.S. federal income tax liability and may entitle the holder to a refund, provided that the required information is timely furnished to the IRS.

## PLAN OF DISTRIBUTION

The securities to be offered and sold using this prospectus are being registered to permit public secondary trading of these securities by the selling security holders from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling security holders of the securities offered by this prospectus. The aggregate proceeds to the selling security holders from the sale of the Notes or shares of our common stock issuable upon conversion of the Notes will be the purchase price of the Notes or shares of our common stock issuable upon conversion of the Notes less any discounts and commissions. A selling security holder reserves the right to accept and, together with its agents, to reject, any proposed purchases of Notes or common stock to be made directly or through agents.

The Notes and shares of our common stock issuable upon conversion of the Notes may be sold from time to time to purchasers directly by the selling security holders and their successors, which includes their transferees, pledges or donees or their successors, or through underwriters, broker-dealers or agents who may receive compensation in the form of discounts, concessions or commissions from the selling security holders or the purchasers of the Notes and shares of our common stock issuable upon conversion of the Notes. These discounts, concessions or commissions may be in excess of those customary in the types of transactions involved.

The selling security holders and any underwriters, broker-dealers or agents who participate in the distribution of the Notes and shares of our common stock issuable upon conversion of the Notes may be deemed to be “underwriters” within the meaning of the Securities Act of 1933, as amended. As a result, any profits on the sale of the Notes and shares of our common stock issuable upon the conversion of the Notes by selling security holders and any discounts, commissions or concessions received by any such broker-dealers or agents may be deemed to be underwriting discounts and “underwriters” within the meaning of the Securities Act will be subject to prospectus delivery requirements of the Securities Act. If the selling security holders were deemed to be underwriters, the selling security holders may be subject to certain statutory liabilities of the Securities Act and the Securities Exchange Act of 1934, as amended. If the Notes and shares of our common stock issuable upon conversion of the Notes are sold through underwriters, broker-dealers or agents the selling security holders will be responsible for underwriting discounts or commissions or agent’s commissions.

The Notes and shares of our common stock issuable upon conversion of the Notes may be sold in one or more transactions at fixed prices, prevailing market prices at the time of sale, prices related to such prevailing market prices, varying prices determined at the time of sale or negotiated prices.

These sales may be effected in transactions:

- on any national securities exchange or quotation service on which the Notes and shares of our common stock issuable upon conversion of the Notes may be listed or quoted at the time of the sale;
- in the over-the-counter market;
- in transactions otherwise than on such exchanges or services or in the over-the-counter market;
- through the writing and exercise of options, whether such options are listed on an options exchange or otherwise; or
- through the settlement of short sales.

These transactions may include block transactions or crosses. Crosses are transactions in which the same broker acts as an agent on both sides of the trade.

In connection with the sales of Notes and shares of our common stock issuable upon conversion of the Notes or otherwise, the selling security holders may enter into hedging transactions with broker-dealers or other financial institutions. These broker-dealers or other financial institutions may in turn engage in short sales of Notes and shares of our common stock issuable upon conversion of the Notes in the course of hedging their positions. The selling security holders may also sell the Notes and shares of our common stock issuable upon

conversion of the Notes short and deliver Notes and shares of our common stock issuable upon conversion of the Notes to close out short positions, or loan or pledge Notes or shares of our common stock issuable upon conversion of the Notes to broker-dealers that in turn may sell the Notes and shares of our common stock issuable upon conversion of the Notes.

To our knowledge, there are currently no plans, arrangements or understandings between any selling security holders and any underwriter, broker-dealer or agent regarding the sale of the Notes and shares of our common stock issuable upon conversion of the Notes by the selling security holders.

Our common stock is listed on the Nasdaq National Market under the symbol “YELL”. We do not intend to apply for listing of the Notes on any securities exchange or for inclusion of the Notes in any automated quotation system. Accordingly, no assurances can be given as to the development of liquidity or any trading market for the Notes. See “Risk Factors—Because there is no current market for the Notes, we cannot assure you that an active trading market will develop”.

There can be no assurance that any selling security holder will sell any or all of the Notes or shares of our common stock issuable upon conversion of the Notes pursuant to this prospectus. Further, we cannot assure you that any such selling security holder will not transfer, devise or gift the Notes and shares of our common stock issuable upon conversion of the Notes by other means not described in this prospectus. In addition, any Note or share of common stock issuable upon conversion of the Notes covered by this prospectus that qualify for sale pursuant to Rule 144 or Rule 144A of the Securities Act may be sold under Rule 144 or Rule 144A rather than under this prospectus. The Notes and shares of our common stock issuable upon conversion of the Notes may be sold in some states only through registered or licensed brokers or dealers. In addition, in some states the Notes and shares of our common stock issuable upon conversion of the Notes may not be sold unless they have been registered or qualified for sale or an exemption from registration or qualification is available and complied with.

The selling security holders and any other person participating in the sale of Notes or shares of our common stock issuable upon conversion of the Notes will be subject to the Exchange Act. The Exchange Act rules include, without limitation Regulation M, which may limit the timing of purchases and sales of any of the Notes and shares of our common stock issuable upon conversion of the Notes by the selling security holders and any other such person. In addition, Regulation M may restrict the ability of any person engaged in the distribution of the Notes and share of our common stock issuable upon conversion of the Notes and the ability of any person or entity to engage in market-making activities with respect to the Notes and shares of our common stock issuable upon conversion of the Notes.

We have agreed to pay substantially all of the expenses incidental to the registration, offering and sale of the Notes and shares of our common stock issuable upon conversion of the Notes to the public, other than commissions, fees and discounts of underwriters, brokers, dealers and agents.

The registration rights agreement pursuant to which we filed the registration statement to which this prospectus relates provides for us and the selling security holders to indemnify each other against liabilities arising under the Securities Act.

From time to time, the initial purchasers and certain of their affiliates have provided, and may continue to provide, investment banking or commercial banking services to us for which we have paid customary fees and commissions, including Deutsche Bank Securities Inc. acting as our financial advisor in connection with the Roadway acquisition and affiliates of the initial purchasers providing financing commitments in connection with the Roadway acquisition. Deutsche Bank Trust Company Americas, an affiliate of Deutsche Bank Securities Inc., is acting as trustee for the Notes and will receive customary fees for such services.



## LEGAL MATTERS

The validity of the Notes and the shares of common stock issuable upon conversion of the Notes will be passed upon for us by Fulbright & Jaworski L.L.P., Houston, Texas. Carl W. Vogt, a member of Yellow's board of directors, currently serves as Of Counsel for Fulbright & Jaworski L.L.P. and was a partner and senior partner from 1974 to 2002. As of October 15, 2003, he owned 10,049 shares of Yellow common stock and had options to purchase an additional 10,712 shares.

## EXPERTS

The consolidated balance sheets of Yellow Corporation as of December 31, 2002 and 2001, and the related consolidated statements of operations, cash flows, shareholders' equity and comprehensive income for each of the three years in the three-year period ended December 31, 2002, have been incorporated in this prospectus by reference to Yellow Corporation's Form 8-K filed on October 21, 2003, and the related financial statement schedule has been incorporated in this prospectus by reference to Yellow Corporation's Annual Report on Form 10-K, in each case in reliance on the reports of KPMG LLP, independent accountants, and upon the authority of said firm as experts in auditing and accounting. The audit report covering the December 31, 2002, financial statements includes an explanatory paragraph that describes Yellow's adoption of Statement of Financial Accounting Standards No. 142, Goodwill and Other Intangible Assets, discussed in the Goodwill and Intangibles note to Yellow's financial statements.

The consolidated financial statements and schedules of Roadway Corporation at December 31, 2002 and 2001, and for each of the three years in the period ended December 31, 2002, incorporated in this prospectus by reference to Yellow's Current Report on Form 8-K filed on October 21, 2003, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements and schedules are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

Yellow files annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission. You may read and copy materials that Yellow has filed with the Securities and Exchange Commission at the following Securities and Exchange Commission public reference room:

450 Fifth Street, N.W.  
Room 1024  
Washington, D.C. 20549

Please call the Securities and Exchange Commission at 1-800-SEC-0330 for further information on the public reference room.

The Yellow common stock is traded on Nasdaq National Market under the symbol "YELL", and Yellow's Securities and Exchange Commission filings can also be read at the following address:

Nasdaq Operations, 1735 K Street, N.W., Washington, D.C. 20006

Our Securities and Exchange Commission filings are also available to the public on the Securities and Exchange Commission's internet website at <http://www.sec.gov>, which contains reports, proxy and information statements and other information regarding companies that file electronically with the Securities and Exchange Commission. In addition, Yellow's Securities and Exchange Commission filings are also available to the public on Yellow's website, <http://www.yellowcorp.com>. Information contained on Yellow's web site is not incorporated by reference into this prospectus, and you should not consider information contained on that web site as part of this prospectus.

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## [Table of Contents](#)

We incorporate by reference into this prospectus the documents listed below and any future filings made with the Securities and Exchange Commission under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, including any filings after the date of this prospectus and until this offering is complete. The information incorporated by reference is an important part of this prospectus. Any statement in a document incorporated by reference into this prospectus will be deemed to be modified or superseded to the extent a statement contained in (1) this prospectus or (2) any other subsequently filed document that is incorporated by reference into this prospectus modifies or supersedes such statement. Any statement so modified or superseded will not be deemed, except as so modified or superceded, to constitute a part of this prospectus.

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2002.
- our Quarterly Report on Form 10-Q and 10-Q/A for the fiscal quarter ended March 31, 2003.
- our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2003.
- our definitive proxy statement filed on March 6, 2003.
- our Current Reports on Form 8-K filed on January 7, 2003, March 3, 2003 (excluding the information that was furnished, but not filed, pursuant to Item 9), April 1, 2003, July 8, 2003, as amended, October 1, 2003 and October 21, 2003, as amended (including the information that was furnished pursuant to Item 9).

The documents incorporated by reference into this prospectus are available from us upon request. We will provide a copy of any and all information that is incorporated by reference into this prospectus (not including exhibits to the information unless those exhibits are specifically incorporated by reference into this prospectus) to any person without charge, upon written or oral request. You may request a copy of these documents by writing or telephoning us at Yellow Corporation, 10990 Roe Avenue, Overland Park, Kansas 66211, (913) 696-6100.

**PART II**  
**INFORMATION NOT REQUIRED IN THE PROSPECTUS**

**Item 14. Other Expenses Of Issuance And Distribution.**

The following table sets forth the estimated expenses in connection with the distribution of the securities covered by this registration statement. We will bear all of these expenses.

Registration fee under the Securities Act	\$ 20,225
Printing and engraving expenses *	10,000
Legal fees and expenses*	50,000
Accounting fees and expenses*	25,000
Miscellaneous*	5,000
<hr/>	
Total	\$ 110,225

\* Estimated solely for the purpose of this Item. Actual expenses may be more or less.

**Item 15. Indemnification Of Officers And Directors.**

The Certificate of Incorporation and Bylaws of Yellow Corporation together provide that Yellow's directors shall not be personally liable to Yellow or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to Yellow or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law (the "DGCL"), or (iv) any transaction from which the director derived an improper personal benefit. The Certificate of Incorporation and Bylaws of Yellow also provide that if the DGCL is amended to permit further elimination of limitation of the personal liability of the directors, then the liability of Yellow's directors shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Yellow maintains directors' and officers' liability insurance against any actual or alleged error misstatement, misleading statement, act, omission, neglect or breach of duty by any director or officer, excluding certain matters including fraudulent, dishonest or criminal acts or self-dealing.

DGCL Section 102(b)(7) provides that Yellow may indemnify a present or former director if such director conducted himself or herself in good faith and reasonably believed, in the case of conduct in his or her official capacity, that his or her conduct was in Yellow's best interests.

DGCL Section 145 provides that Yellow may indemnify its directors and officers, as well as other employees and individuals (each an "Indemnified Party", and collectively, "Indemnified Parties"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative, other than in connection with actions by or in the right of Yellow (a "derivative action"), if an Indemnified Party acted in good faith and in a manner such Indemnified Party reasonably believed to be in or not opposed to Yellow's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that Yellow may only indemnify an Indemnified Party for expenses (including attorneys' fees) incurred in connection with the defense or settlement of such derivative action. Additionally, in the context of a derivative action, DGCL Section 145 requires a court approval before there can be any indemnification where an Indemnified Party has been found liable to Yellow. The statute provides that it is not exclusive of other indemnification arrangements that may be granted pursuant to a corporation's charter, bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

In the Agreement and Plan of Merger among Yellow Corporation, Yankee LLC, a wholly owned subsidiary of Yellow ("Sub"), and Roadway Corporation ("Roadway"), dated as of July 8, 2003, pursuant to which

## [Table of Contents](#)

Roadway will be merged with and into Sub, with Sub as the surviving company (the “Roadway Merger”), Yellow has agreed to indemnify the former officers and directors of Roadway from liabilities arising out of actions or omissions in their capacity as such prior to the effective time of the Roadway Merger, and advance reasonable litigation expenses incurred in connection with such actions or omissions, to the full extent permitted under Roadway’s certificate of incorporation and bylaws. Further, for a period of six years after the effective time of the Roadway Merger, Yellow will provide Roadway’s officers and directors with an insurance and indemnification policy that provides coverage for acts or omissions through the effective time of the Roadway Merger; provided that the maximum aggregate amount of premiums that Yellow will be required to pay to provide and maintain this coverage does not exceed \$3,944,400 per year.

The directors, officers and managers of each additional registrant listed in this registration statement under the Table of Additional Registrants may be insured or indemnified against liability incurred in their capacities as directors, officers or managers pursuant to certain provisions in the charter, bylaws or similar organizational documents of such additional registrant or state law statutory provisions regarding indemnification or limitations of liability in the state of incorporation or organization of such additional registrant. The charter, bylaws and similar organizational documents of each such additional registrant are set forth in the exhibits to this registration statement.

### **Item 16. Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
2.1	—Agreement and Plan of Merger, dated as of July 8, 2003, by and among Yellow Corporation, Yankee LLC and Roadway Corporation (incorporated by reference to Exhibit 2.1 to Yellow Corporation’s Current Report on Form 8-K, as amended, filed on July 8, 2003, Reg. No. 000-12255). Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules, exhibits and similar attachments to this Agreement have not been filed with this exhibit. The schedules contain various items relating to the assets of the business being acquired and the representations and warranties made by the parties to the Agreement. The registrants agree to furnish supplementally any omitted schedule, exhibit or similar attachment to the SEC upon request.
3.1	—Certificate of Incorporation of Yellow Corporation (incorporated by reference to Exhibit 3.1 to Yellow Corporation’s Annual Report on Form 10-K for the year ended December 31, 2002, Reg. No. 000-12255).
3.2	—Bylaws of Yellow Corporation (incorporated by reference to Exhibit 3.1 to Yellow Corporation’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2003, Reg. No. 000-12255).
3.3	—Certificate of Incorporation of Yellow Redevelopment Corporation, as amended.
3.4	—Bylaws of Yellow Redevelopment Corporation.
3.5	—Certificate of Incorporation of Yellow Dot Com Subsidiary, Inc., as amended.
3.6	—Bylaws of Yellow Dot Com Subsidiary, Inc.
3.7	—Certificate of Incorporation of Yellow Technologies, Inc., as amended.
3.8	—Bylaws of Yellow Technologies, Inc., formerly known as Yellow Technology Services, Inc.
3.9	—Certificate of Incorporation of Globe.com Lines, Inc., as amended.
3.10	—Bylaws of Globe.com Lines, Inc., formerly known as Yellow International Consolidation Services, Inc.
3.11	—Articles of Incorporation of Yellow Relocation Services, Inc.
3.12	—Bylaws of Yellow Relocation Services, Inc.
3.13	—Certificate of Incorporation of MegaSys, Inc., as amended.
3.14	—Amended and Restated Code of Bylaws of MegaSys, Inc.

## [Table of Contents](#)

Exhibit No.	Description
3.15	—Articles of Incorporation of Mission Supply Company, as amended.
3.16	—Bylaws of Mission Supply Company.
3.17	—Articles of Incorporation of Yellow Transportation, Inc., as amended.
3.18	—Bylaws of Yellow Transportation, Inc., formerly known as Yellow Freight System, Inc.
3.19	—Certificate of Formation of Meridian IQ, LLC, as amended.
3.20	—Amended and Restated Limited Liability Company Agreement of Meridian IQ, LLC.
3.21	—Certificate of Formation of Yellow GPS, LLC, as amended.
3.22	—Amended and Restated Limited Liability Company Agreement of Yellow GPS, LLC, formerly known as Yellow Global, LLC.
4.1	—Form of Medium-Term Note (incorporated by reference to Exhibit 4.3 to Yellow Corporation’s Annual Report on Form 10-K for the year ended December 31, 2002, Reg. No. 000-12255).
4.2	—Paying Agency Agreement dated April 26, 1993 between Yellow Corporation and Citibank, N.A. (incorporated by reference to Exhibit 4.4 to Yellow Corporation’s Annual Report on Form 10-K for the year ended December 31, 2002, Reg. No. 000-1255).
4.3	—Indenture (including form of note) dated August 8, 2003 among Yellow Corporation, certain subsidiary guarantors and Deutsche Bank Trust Company Americas, as trustee, relating to Yellow Corporation’s 5.0% Contingent Convertible Senior Notes due 2023 (incorporated by reference to Exhibit 4.5 to Yellow Corporation’s Registration Statement on Form S-4, filed on August 19, 2003, Reg. No. 333-108081).
4.4	—Registration Rights Agreement dated August 8, 2003 among Yellow Corporation, certain subsidiary guarantors and Deutsche Bank Securities Inc., as representative of the initial purchasers (incorporated by reference to Exhibit 4.6 to Yellow Corporation’s Registration Statement on Form S-4, filed on August 18, 2003, Reg. No. 333-108081).
5.1	—Opinion of Fulbright & Jaworski L.L.P. regarding the legality of the securities to be offered hereby.
12.1	—Statement of Computation of Ratios.
23.1	—Consent of KPMG LLP, independent accountants for Yellow Corporation.
23.2	—Consent of Ernst & Young LLP, independent accountants for Roadway Corporation.
23.3	—Consent of Fulbright & Jaworski L.L.P. (included in Exhibit 5.1).
24.1	—Powers of Attorney (included on the signature pages hereto).
25.1	—Statement of Eligibility and Qualification of Trustee under the Trust Indenture Act of 1939, as amended, on Form T-1.

### **Item 17. Undertakings**

#### A. Each undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total

dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of the prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(c) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to the information in this registration statement;

provided, however, that paragraphs A(I)(a) and A(I)(b) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each of the post-effective amendments shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of the securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act, the filing of our annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of the securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of any registrant pursuant to the provisions described in Item 15 above, or otherwise, that registrant has been advised that in the opinion of the SEC that indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against any liability (other than the payment by a registrant of expenses incurred or paid by a director, officer, or controlling person of a registrant in the successful defense of any action, suit or proceeding) is asserted by a director, officer, or controlling person in connection with the securities being registered, that registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of the issue.

D. Each undersigned registrant hereby undertakes:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus or any prospectus supplement filed as part of this registration statement in reliance on Rule 430A and contained in a form of prospectus or prospectus supplement filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus or prospectus supplement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

E. Each undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Act.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

YELLOW CORPORATION

By: /s/ DONALD G. BARGER, JR.  
**Donald G. Barger, Jr.**  
**Senior Vice President and Chief Financial Officer**

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and resubstitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

<u>Signature</u>	<u>Title</u>
<u>/s/ WILLIAM D. ZOLLARS</u>	Chairman of the Board of Directors, President and Chief Executive Officer (principal executive officer)
<b>William D. Zollars</b>	
<u>/s/ DONALD G. BARGER, JR.</u>	Senior Vice President and Chief Financial Officer (principal financial officer)
<b>Donald G. Barger, Jr.</b>	
<u>/s/ PHILLIP J. GAINES</u>	Vice President—Corporate Controller and Chief Accounting Officer (principal accounting officer)
<b>Phillip J. Gaines</b>	
<u>/s/ CASSANDRA C. CARR</u>	Director
<b>Cassandra C. Carr</b>	
<u>Howard M. Dean</u>	Director
<b>Howard M. Dean</b>	
<u>/s/ DENNIS E. FOSTER</u>	Director
<b>Dennis E. Foster</b>	
<u>/s/ JOHN C. MCKELVEY</u>	Director
<b>John C. McKelvey</b>	
<u>/s/ WILLIAM L. TRUBECK</u>	Director
<b>William L. Trubeck</b>	
<u>/s/ CARL W. VOGT</u>	Director
<b>Carl W. Vogt</b>	

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

**YELLOW TRANSPORTATION, INC.**

By: /s/ JAMES L. WELCH

**James L. Welch**  
President, Chief Executive Officer and Director

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and substitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

**Signature**

**Title**

/s/ JAMES L. WELCH

President, Chief Executive Officer and Director (principal executive officer)

James L. Welch

/s/ PHILLIP J. GAINES

Vice President (principal financial officer and principal accounting officer)

Phillip J. Gaines

/s/ MICHAEL J. SMID

Director

Michael J. Smid

/s/ STEVEN E. DEFENBAUGH

Director

Steven E. Defenbaugh



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

**YELLOW TECHNOLOGIES, INC.**

By: /s/ LYNN CADDELL

**Lynn Caddell**  
**President**

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and resubstitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

Signature	Title
<hr/> <div>/s/ LYNN CADDELL</div> <hr/> <div>Lynn Caddell</div>	President (principal executive officer)
<hr/> <div>/s/ D. BRUCE GRESS</div> <hr/> <div>D. Bruce Gress</div>	Vice President—Finance (principal financial officer and principal accounting officer)
<hr/> <div>/s/ STEPHEN L. BRUFFETT</div> <hr/> <div>Stephen L. Bruffett</div>	Director
<hr/> <div>/s/ JAIRAJ T. CHETNANI</div> <hr/> <div>Jairaj T. Chetnani</div>	Director
<hr/> <div>/s/ JAMES MCMULLEN</div> <hr/> <div>James McMullen</div>	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

MISSION SUPPLY COMPANY

By: /s/ JAMES L. WELCH  
**James L. Welch**  
**President and Director**

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and resubstitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

<u>Signature</u>	<u>Title</u>
<u>/s/ JAMES L. WELCH</u> <b>James L. Welch</b>	President and Director (principal executive officer)
<u>/s/ D. BRUCE GRESS</u> <b>D. Bruce Gress</b>	Vice President—Finance (principal financial officer and principal accounting officer)
<u>/s/ STEVEN E. DEFENBAUGH</u> <b>Steven E. Defenbaugh</b>	Director
<u>/s/ MICHAEL J. SMID</u> <b>Michael J. Smid</b>	Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

**YELLOW REDEVELOPMENT CORPORATION**

By: /s/ JERRY C. BOWLIN

**Jerry C. Bowlin**  
President and Secretary

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and substitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

**Signature**

**Title**

/S/ JERRY C. BOWLIN

President and Secretary (principal executive officer)

**Jerry C. Bowlin**

/s/ D. BRUCE GRESS

Vice President—Finance (principal financial officer and principal accounting officer)

D. Bruce Gress

/s/ STEVEN E. DEFENBAUGH

Director

**Steven E. Defenbaugh**

/S/ MICHAEL J. SMID

Director

Michael J. Smid

/S/ JAMES L. WELCH

Director

James L. Welch

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

**YELLOW RELOCATION SERVICES, INC.**

By: /s/ DONALD E. EMERY

**Donald E. Emery**  
**President**

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and resubstitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

**Signature**

**Title**

/s/ DONALD E. EMERY

President (principal executive officer)

Donald E. Emery

/s/ D. BRUCE GRESS

Vice President—Finance (principal financial officer and principal accounting officer)

D. Bruce Gress

/s/ STEVEN E. DEFENBAUGH

Director

Steven E. Defenbaugh

/S/ MICHAEL J. SMID

Director

Michael J. Smid

/S/ JAMES L. WELCH

Director

James L. Welch

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

**YELLOW DOT COM SUBSIDIARY, INC.**

By: /s/ JAMES McMULLEN

**James McMullen**  
President, Secretary and Director

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and reconstitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

**Signature**

**Title**

/s/ JAMES McMULLEN

President, Secretary and Director (principal executive officer)

James McMullen

/s/ ERIC FRIEDLANDER

Vice President—Finance (principal financial officer and principal accounting officer)

**Eric Friedlander**

/s/ STEPHEN L. BRUFFETT

Director

**Stephen L. Bruffett**

/s/ JAIRAJ T. CHETNANI

Director

**Jairaj T. Chetnani**

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

**MEGASYS, INC.**

By: /s/ JAMES RITCHIE

**James Ritchie**  
**President**

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and resubstitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

**Signature**

**Title**

/S/ JAMES RITCHIE

President (principal executive officer)

James Ritchie

/s/ ERIC FRIEDLANDER

Vice President, Treasurer and Assistant Secretary (principal financial officer and principal accounting officer)

**Eric Friedlander**

/s/ STEPHEN L. BRUFFETT

Director

**Stephen L. Bruffett**

/s/ JAIRAJ T. CHETNANI

Director

**Jairaj T. Chetnani**

/S/ JAMES MCMULLEN

Director

James McMullen

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

**MERIDIAN IQ, LLC**

By: /s/ JAMES RITCHIE

**James Ritchie**  
President, Chief Executive Officer and Manager

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and substitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

**Signature**

**Title**

/S/ JAMES RITCHIE

President, Chief Executive Officer and Manager (principal executive officer)

James Ritchie

/s/ ERIC FRIEDLANDER

Vice President—Finance and Controller (principal financial officer and principal accounting officer)

Eric Friedlander

/s/ JAMES McMULLEN

Manager

James McMullen

**YELLOW GPS, LLC**

**James Ritchie**  
President, Chief Executive Officer and Manager

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

**Title**

President, Chief Executive Officer and Manager (principal executive officer)

Vice President—Finance and Controller (principal financial officer and principal accounting officer)

Manager

II-14



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Overland Park, State of Kansas, on the 22nd day of October, 2003.

**GLOBE.COM LINES, INC.**

By: /s/ JAMES RITCHIE

**James Ritchie**  
President and Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Donald G. Barger, Jr., Phillip J. Gaines and Daniel J. Churay, or any of them, severally, as his/her attorney-in-fact and agent, with full power of substitution and resubstitution, for him/her and in his/her name, place, and stead, in any and all capacities, to sign any and all post-effective amendments to this registration statement, and to file the same with all exhibits hereto, and all other documents in connection herewith, with the Commission, granting unto said attorney-in-fact and agent, and either of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on the 22nd day of October, 2003.

Signature	Title
/S/ JAMES RITCHIE	President and Chief Executive Officer (principal executive officer)
James Ritchie	
/S/ ERIC FRIEDLANDER	Vice President—Finance and Controller (principal financial officer and principal accounting officer)
Eric Friedlander	
/S/ STEPHEN L. BRUFFETT	Director
Stephen L. Bruffett	
/S/ JAIRAJ T. CHETNANI	Director
Jairaj T. Chetnani	
/S/ JAMES MCMULLEN	Director
James McMullen	

**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
2.1	—Agreement and Plan of Merger, dated as of July 8, 2003, by and among Yellow Corporation, Yankee LLC and Roadway Corporation (incorporated by reference to Exhibit 2.1 to Yellow Corporation's Current Report on Form 8-K, as amended, filed on July 8, 2003, Reg. No. 000-12255). Pursuant to Item 601(b)(2) of Regulation S-K, certain schedules, exhibits and similar attachments to this Agreement have not been filed with this exhibit. The schedules contain various items relating to the assets of the business being acquired and the representations and warranties made by the parties to the Agreement. The registrants agree to furnish supplementally any omitted schedule, exhibit or similar attachment to the SEC upon request.
3.1	—Certificate of Incorporation of Yellow Corporation (incorporated by reference to Exhibit 3.1 to Yellow Corporation's Annual Report on Form 10-K for the year ended December 31, 2002, Reg. No. 000-12255).
3.2	—Bylaws of Yellow Corporation (incorporated by reference to Exhibit 3.1 to Yellow Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2003, Reg. No. 000-12255).
3.3	—Certificate of Incorporation of Yellow Redevelopment Corporation, as amended.
3.4	—Bylaws of Yellow Redevelopment Corporation.
3.5	—Certificate of Incorporation of Yellow Dot Com Subsidiary, Inc., as amended.
3.6	—Bylaws of Yellow Dot Com Subsidiary, Inc.
3.7	—Certificate of Incorporation of Yellow Technologies, Inc., as amended.
3.8	—Bylaws of Yellow Technologies, Inc., formerly known as Yellow Technology Services, Inc.
3.9	—Certificate of Incorporation of Globe.com Lines, Inc., as amended.
3.10	—Bylaws of Globe.com Lines, Inc., formerly known as Yellow International Consolidation Services, Inc.
3.11	—Articles of Incorporation of Yellow Relocation Services, Inc.
3.12	—Bylaws of Yellow Relocation Services, Inc.
3.13	—Certificate of Incorporation of MegaSys, Inc., as amended.
3.14	—Amended and Restated Code of Bylaws of MegaSys, Inc.
3.15	—Articles of Incorporation of Mission Supply Company, as amended.
3.16	—Bylaws of Mission Supply Company.
3.17	—Articles of Incorporation of Yellow Transportation, Inc., as amended.
3.18	—Bylaws of Yellow Transportation, Inc., formerly known as Yellow Freight System, Inc.
3.19	—Certificate of Formation of Meridian IQ, LLC, as amended.
3.20	—Amended and Restated Limited Liability Company Agreement of Meridian IQ, LLC.
3.21	—Certificate of Formation of Yellow GPS, LLC, as amended.
3.22	—Amended and Restated Limited Liability Company Agreement of Yellow GPS, LLC, formerly known as Yellow Global, LLC.
4.1	—Form of Medium-Term Note (incorporated by reference to Exhibit 4.3 to Yellow Corporation's Annual Report on Form 10-K for the year ended December 31, 2002, Reg. No. 000-12255).
4.2	—Paying Agency Agreement dated April 26, 1993 between Yellow Corporation and Citibank, N.A. (incorporated by reference to Exhibit 4.4 to Yellow Corporation's Annual Report on Form 10-K for the year ended December 31, 2002, Reg. No. 000-1255).

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## [Table of Contents](#)

<u>Exhibit No.</u>	<u>Description</u>
4.3	—Indenture (including form of note) dated August 8, 2003 among Yellow Corporation, certain subsidiary guarantors and Deutsche Bank Trust Company Americas, as trustee, relating to Yellow Corporation’s 5.0% Contingent Convertible Senior Notes due 2023 (incorporated by reference to Exhibit 4.5 to Yellow Corporation’s Registration Statement on Form S-4, filed on August 19, 2003, Reg. No. 333-108081).
4.4	—Registration Rights Agreement dated August 8, 2003 among Yellow Corporation, certain subsidiary guarantors and Deutsche Bank Securities Inc., as representative of the initial purchasers (incorporated by reference to Exhibit 4.6 to Yellow Corporation’s Registration Statement on Form S-4, filed on August 18, 2003, Reg. No. 333-108081).
5.1	—Opinion of Fulbright & Jaworski L.L.P. regarding the legality of the securities to be offered hereby.
12.1	—Statement of Computation of Ratios.
23.1	—Consent of KPMG LLP, independent accountants for Yellow Corporation.
23.2	—Consent of Ernst & Young LLP, independent accountants for Roadway Corporation.
23.3	—Consent of Fulbright & Jaworski L.L.P. (included in Exhibit 5.1)
24.1	—Powers of Attorney (included on the signature pages hereto).
25.1	—Statement of Eligibility and Qualification of Trustee under the Trust Indenture Act of 1939, as amended, on Form T-1.

No. 109761

STATE OF MISSOURI

Certificate of Incorporation

WHEREAS, An Association organized under the name of YELLOW REDEVELOPMENT CORPORATION has filed in the office of the Secretary of State Articles of Incorporation, in writing as provided by law and has, in all respects, complied with the requirements of The Urban Redevelopment Corporation Act of Missouri governing the formation of Private Corporations:

NOW, THEREFORE, I, WARREN E. HEARNES, Secretary of State of the State of Missouri, in virtue and by authority of law, do hereby certify that said association has, on the date hereof, become a body corporate duly organized under the name of YELLOW REDEVELOPMENT CORPORATION and the address of its Initial Registered Office in Missouri is: 314 North Broadway, St. Louis 2, and is entitled to all the rights and privileges granted to corporations organized under The Urban Redevelopment Corporation Act of Missouri for a term of ninety-nine years, and that the amount of the Authorized Shares of said corporation is 100,000 common, @ \$1.00 par value ONE HUNDRED THOUSAND DOLLARS.

IN TESTIMONY WHEREOF, I hereunto set my hand  
and affix the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this

22nd day of July A.D., Nineteen Hundred and Sixty-three

Warren E. Hearnnes

ARTICLES OF AGREEMENT  
OF  
YELLOW REDEVELOPMENT CORPORATION

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, being natural persons of the age of twenty-one years or more, and being desirous of forming a corporation under the laws of Missouri, and more particularly under the provisions of the General and Business Corporation Act of 1943, and Amendments thereto, and The Urban Redevelopment Corporations Law of 1945 and amendments thereto, have entered into the following agreement:

FIRST: The name of the corporation shall be YELLOW REDEVELOPMENT CORPORATION.

SECOND: The purposes for which the corporation is formed are to acquire, construct, maintain and operate a redevelopment project or redevelopment projects in accordance with The Urban Redevelopment Corporations Law of 1945, and amendments thereto. In connection therewith, the corporation shall have the following purposes and powers:

1. To do all or any of the things herein set out, and all things incident and proper in connection therewith, and with all of the powers conferred upon corporations pursuant to the provisions of Section 351.385 of the Revised Statutes of Missouri, 1959, or any provisions amendatory thereof or supplemental thereto (except to the extent such powers are in conflict with or denied in, or the exercise thereof is prohibited by, The Urban Redevelopment Corporations Law of 1945, and amendments thereto, or by these Articles of Agreement), and with all of the powers conferred upon Urban Redevelopment Corporations by the laws of the State of Missouri, including, but not limited to, the following:

(a) To acquire real property or interests or rights therein or appurtenances thereto, and to secure options in its own name or in the name of nominees, and to acquire real property by gift, grant, lease, purchase or otherwise.

(b) To purchase or otherwise acquire, hold, mortgage, pledge, lease as lessor, sell, assign or otherwise convey or dispose of real and personal property necessary or appropriate to the operation of any redevelopment project of the corporation.

(c) To borrow funds and secure the repayment thereof by mortgage, which shall contain reasonable amortization provisions and shall be a lien upon no other real property except that forming the whole or part of a single development area of this Corporation. Any mortgage on the real property in a development area of this Corporation, or any part thereof, may create a first lien, or a second or junior lien, upon such real property.

(d) To sell and convey, mortgage, pledge, lease, and otherwise dispose of all or any part of the property and assets of the Corporation.

(e) To acquire by the exercise of the power of eminent domain any real property in fee simple or other estate which is necessary to accomplish the purpose of Chapter 353, Revised Statutes of Missouri, of 1959, as amended; and to exercise the power of eminent domain in the manner provided for corporations in Chapter 523, Revised Statutes of Missouri, 1959, or to exercise the power of eminent domain in the manner provided by any other applicable statutory provision for the exercise of the power of eminent domain.

(f) To accept grants or loans of money from the government of the United States or any department or agency thereof.

THIRD: The aggregate amount of the capital stock of the corporation shall be \$100,000.00, consisting solely of common stock.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue, and of which the capital shall consist, shall be 100,000 shares of common stock having a par value of One Dollar (\$1.00) per share.

FIFTH: The registered office of the corporation in the State of Missouri shall be located at 314 North Broadway, St. Louis 2, Missouri. The name of the registered agent at such address shall be C T Corporation System. The principal business office of the corporation is to be located in Kansas City, Missouri.

SIXTH: The corporation shall have a duration of Ninety-nine (99) years.

SEVENTH: The Board of Directors shall consist of three (3) persons, to be elected annually by the shareholders.

EIGHTH: The names and post office addresses of the members of the Board of Directors for the first year, two of whom are residents of the State of Missouri, are:

George E. Powell, Jr.	1040 West 57th Street Kansas City 13, Missouri
Donald L. McMorris	8609 Mohawk Shawnee Mission, Kansas
Kenneth E. Midgley	623 West 67th Street Kansas City 13, Missouri

NINTH: The names and post office addresses of the subscribers of these Articles of Agreement, and the number of shares of common capital stock subscribed by each such subscriber, are as follows:

George E. Powell, Jr.	1040 West 57th Street Kansas City 13, Missouri	450 shares
Donald L. McMorris	8609 Mohawk Shawnee Mission, Kansas	25 shares
Kenneth E. Midgley	623 West 67th Street Kansas City 13, Missouri	25 shares

TENTH: In the event that income debenture certificates are issued by the corporation, the owners thereof shall have the same right to vote as they would have if possessed of certificates of stock of the amount and par value of the income debenture certificates held by them. Any income debenture certificates or bonds of the corporation may be retired as and when there shall be funds available in the treasury of the corporation from the receipt of amortization or sinking fund in installments for that purpose.

ELEVENTH: During the continuance of the tax relief as provided for by The Urban Redevelopment Corporations Law of Missouri, interest shall not be paid by the corporation upon any bonded or other debt of the corporation in excess of six (6%) per centum per annum, and no interest on its income debentures, if any, and no dividends on its stock during any dividend year shall be paid by the corporation unless there shall exist at the time of such payment no default upon any amortization requirements with respect to its indebtedness, nor unless all accrued interest, taxes, and other public charges shall have been duly paid or reserves set up for the payment thereof and adequate reserves provided for depreciation, obsolescence, and other proper reserves.

TWELFTH: The corporation has been organized to serve a public purpose. All real estate acquired by the corporation and all structures erected by it are to be acquired for the purpose of promoting the public health, safety, and welfare. The subscribers of these Articles of Agreement hereby agree, and no stock of the corporation shall be issued unless the subscribers thereto when they subscribe to and receive the stock thereof agree, that the net earnings of the corporation, in respect to each redevelopment project conducted by the corporation, shall be limited to an amount not to exceed eight per centum (8%) per annum of the cost to the corporation of the redevelopment project including the cost of the land, or the balances of such cost as reduced by amortization payments; PROVIDED, that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight per centum (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- (a) All costs and expenses of maintenance and operation;
- (b) Amounts paid for taxes, assessments, insurance premiums and other similar charges;
- (c) An annual amount sufficient to amortize the cost of the entire project at the end of the period which shall be not more than sixty (60) years from the date of completion of the project.

Whenever so authorized by the legislative authority of any city affected by The Urban Redevelopment Corporations Law of Missouri, any surplus earnings in excess of eight per centum (8%) per annum may be held by the corporation as a reserve for maintenance of such rate of return in the future and may be used by the corporation to offset any deficiency in such rate of return which may have occurred in prior years; or may be used to accelerate the amortization payments; or for the enlargement of the project; or for reduction in rentals therein; PROVIDED, that any excess of such surplus earnings remaining at the termination of the tax relief granted pursuant to Section 353.110 of said Law shall be turned over by the corporation to the city. This Article TWELFTH shall not be subject to amendment so long as the corporation receives any tax

relief from the local or state governments pursuant to The Urban Redevelopment Corporations Law of Missouri. On the date that all such tax relief shall cease, there shall no longer be any limitation on the net earnings of the corporation, and thereafter this Article TWELFTH may be amended, modified, or eliminated.

THIRTEENTH: The corporation has been organized for the purpose of the clearance, replanning, reconstruction or rehabilitation of blighted areas, and the construction of such industrial, commercial, residential or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appurtenant thereto.

FOURTEENTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the corporation.

FIFTEENTH: The number of shares to be issued before the corporation shall commence business is five hundred (500) shares of common stock having a par value of One Dollar (\$1.00) per share, for which the sum of Five Hundred Dollars (\$500.00) has been paid up in lawful money of the United States of America and constitutes the capital with which the corporation will commence business.

SIXTEENTH: Each holder of common stock in the corporation shall have pre-emptive rights in all additional stock having voting rights (other than conditional or qualified voting rights) issued by the corporation, whenever issued, whether the issuance be of stock presently authorized or of stock hereafter authorized, and such rights shall be exercisable within the time specified and at a price per share to be fixed by the Board of Directors, but such price shall in no event be less than the par value of each share issued if the shares are par value shares.

SEVENTEENTH: This corporation reserves the right to amend, modify, change or repeal any provision contained in these Articles of Agreement, in the manner and to the extent authorized by law, by a majority vote of the shareholders (and of the owners of income debenture certificates, if any), in the absence of express statutory provisions requiring a greater vote, subject, however, to the limitation contained in article TWELFTH of these Articles.

EIGHTEENTH: This corporation shall have all powers conferred upon Urban Redevelopment Corporations under The Urban Redevelopment Corporations Law of Missouri, and shall further have all powers conferred upon corporations by the general corporation laws of the State of Missouri and more particularly by the General and Business Corporation Act of Missouri adopted by the laws of 1943 as presently or hereafter amended which are not in conflict with The Urban Redevelopment Corporations Law of Missouri, as presently or hereafter amended.



IN WITNESS WHEREOF, we have hereunto set our hands this 16th day of July,  
1963.

/s/ GEORGE E. POWELL JR.

-----  
(George E. Powell, Jr.)

/s/ DONALD L. MCMORRIS

-----  
(Donald L. McMorris)

/s/ KENNETH E. MIDGLEY

-----  
(Kenneth E. Midgley)

STATE OF MISSOURI )  
                  ) ss.  
COUNTY OF JAXKSON )

On this 16th day of July, 1963, before me, a Notary Public in and for said County and State, personally appeared GEORGE E. POWELL, JR., DONALD L. MCMORRIS and KENNETH E. MIDGLEY, to me known to be the persons described in and who executed the foregoing instrument in duplicate, and acknowledged that they executed the same in duplicate each for himself as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year last above written.

/s/ MAXINE F. JOHNSON  
-----  
Notary Public

My commission expires August 28, 1965

STATE OF MISSOURI )  
                  ) ss.  
COUNTY OF JACKSON )

The undersigned, GEORGE E. POWELL, JR., DONALD L. MC MORRIS and KENNETH E. MIDGLEY, being all of the incorporators of YELLOW REDEVELOPMENT CORPORATION, being duly sworn, upon their oaths each did say that the statements and matters set forth in the foregoing Articles of Agreement are true.

/s/ GEORGE E. POWELL JR.  
-----  
(George E. Powell, Jr.)

/s/ DONALD L. MCMORRIS  
-----  
(Donald L. McMorris)

/s/ KENNETH E. MIDGLEY  
-----  
(Kenneth E. Midgley)

Subscribed and sworn to before me this 16th day of July, 1963.

/s/ MAXINE F. JOHNSON  
-----  
Notary Public

My commission expires August 28, 1965.



IN WITNESS WHEREOF, the undersigned registered agent has caused this report to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

-----  
Signature of Registered Agent

State of \_\_\_\_\_ )  
\_\_\_\_\_  
County of \_\_\_\_\_ ) ss  
\_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for state, personally  
appeared \_\_\_\_\_ known to be to be the person who executed  
the within Statement of Change of Business Office and acknowledged to me that  
executed the same for the purposes therein stated.  
-----

(Notarial Seal)

-----  
Notary Public

My commission expires \_\_\_\_\_

(THE FOLLOWING SHOULD BE EXECUTED ONLY IF THE REGISTERED AGENT IS A CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this report to be executed in its name by its ASSISTANT VICE-PRESIDENT, attested by its SECRETARY or ASSISTANT SECRETARY this \_\_\_\_\_ day of January, 1988.

(Corporate Seal) C T CORPORATION SYSTEM  
CORPORATE SEAL  
1936

-----  
C T CORPORATION SYSTEM  
Name of Corporation

DELAWARE  
If no seal, state "none".

By /s/ KENNETH J. UVA  
-----  
Assistant Vice-President

Attest:

/s/  
-----  
Assistant Secretary

State of New York )  
\_\_\_\_\_  
County of New York ) ss  
\_\_\_\_\_ )

On this 8th day of January, in the year 1988, before me Theresa Alfieri, a Notary Public in and for said state, personally appeared Kenneth J. Uva, Assistant Vice President, C T Corporation System known to me to be the person who executed the within Statement of Change of Business Office in behalf of said corporation and acknowledged to me that she executed the same for the purposes therein stated.

/s/ THERESA ALFIERI  
-----

Notary Public

My commission expires: Dec. 31, 1989

STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

Certificate of Amendment

WHEREAS, YELLOW REDEVELOPMENT CORPORATION a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General and Business Corporation Law.

NOW, THEREFORE, I, ROY D. BLUNT, Secretary of State of the State of Missouri, do hereby certify that I have filed said Certificate of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and affix the GREAT  
SEAL of the State of Missouri. Done  
at the City of Jefferson, this 24th  
day of July, 1991.

/s/ ROY D. BLUNT

-----  
Secretary of State

Fee \$20.00

STATE OF MISSOURI. . . Office of Secretary of State  
ROY D. BLUNT, Secretary of State

AMENDMENT OF ARTICLES OF INCORPORATION  
(To be submitted in duplicate)

HONORABLE ROY D. BLUNT  
SECRETARY OF STATE  
STATE OF MISSOURI  
P.O. BOX 778  
JEFFERSON CITY, MO 65102

Pursuant to the provisions of The General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is: Yellow Redevelopment Corporation.

The name under which it was originally organized was: Yellow Redevelopment Corporation.

2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on July 15, 1991.

3. Article Number 7 is amended to read as follows:

Seventh: The Board of Directors shall consist of one director, to be elected annually by the shareholders.

Article 19 is added by adding the language on the attached page after Article 18.

(If more than one article is to be amended or more space is needed attach fly sheet.)

## Nineteenth: Indemnification Of Officers, Directors And Others

### Section 1. Right to Indemnification

A. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the General and Business Corporation Law of Missouri, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that with respect to any agent or employee, to the extent any such expenses, liabilities or losses are covered by insurance, other than insurance maintained by the corporation, the corporation shall be required to indemnify and hold harmless such agent or employee only to the extent that such expenses, liabilities or losses are not covered by such insurance. Such right shall be a contract right and shall include the right to be paid by the corporation expenses incurred in defending any such proceedings in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this section or otherwise.

B. Any person who is or was an agent of the corporation, and who would be entitled to be indemnified by the corporation under the circumstances set forth in Section 1 (a) but for the fact that such person is not or was not a director, officer or employee of the corporation, may be indemnified by the corporation (but shall not be entitled to be indemnified by the corporation) in a specific case to all or part of the extent set forth in Section 1 (a), if the Board of Directors determines that it is in the best interests of the corporation to grant such indemnity. Authorization for such indemnity and the extent thereof shall be determined by majority vote of a quorum of the Board of Directors.

### Section 2. Right of Claimant to Bring Suit

If a claim under Section 1 is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring

suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General and Business Corporation Law of Missouri for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General and Business Corporation Law of Missouri, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant had not met the applicable standard of conduct.

### Section 3. Non-Exclusivity of Rights

The rights conferred by Sections 1 and 2 shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

### Section 4. Insurance

The corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the General Business and Corporation Law of Missouri.

### Section 5.

For purposes of this Article, reference to "other enterprise" shall include entities of any kind, including associations, rate bureaus and conferences.



My commission expires 3/24/95

STATE OF MISSOURI... Office of Secretary of State

ROY D. BLUNT, Secretary of State

Statement of Change of Business Office Address by a Registered  
Agent or Registered Office

-----  
INSTRUCTIONS

The filing fee for this change is \$5.00.

Change must be filed in DUPLICATE.

The registered office may be, but need not be, the same as the place of business of the corporation or limited partnership, but the registered office and the business address of the agent must be the same. The corporation or limited partnership cannot act as its own registered agent. Any subsequent change in the registered office or agent must be immediately reported to the Secretary of State. Forms are available upon request

-----  
Charter No. 109761

The undersigned corporation or limited partnership, organized and existing under the laws of the State of Missouri for the purpose of changing its registered agent "The General and Business Corporation Act of Missouri," or the "Missouri Uniform Limited Partnership Law," represents that:

1. The name of the corporation/ltd. partnership is: Yellow Redevelopment Corporation.
2. The name of the registered agent before this change is: C T Corporation System.
3. The name of the new registered agent is: The Prentice-Hall Corporation System. Inc.
4. The address, including street number, if any, of its registered office before this change is: 906 Olive Street, St. Louis, MO 63101.
5. Its registered office (including street number, if any change is to be made) is hereby CHANGED TO:  
c/o The Prentice-Hall Corporation System. Inc.  
222 East Dunklin Street, Jefferson City, Missouri 65101
6. The address of its registered office and the address of the business office of its registered agent, as changed will be identical.
7. Such change was authorized by resolution duly adopted by the board of directors of the corporation or by the limited partnership.

IN WITNESS WHEREOF, the undersigned corporation or limited partnership has caused this report to be executed in its name by its PRESIDENT or VICE PRESIDENT of the corporation, or GENERAL PARTNER of the limited partnership, and attested to by the assistant secretary if a corporation on the 5th day of August, 1992.

YELLOW REDEVELOPMENT CORPORATION  
Name of corporation or limited partnership

(CORPORATE SEAL)  
If no seal, state "none"

By: /s/ JERRY C. BOWLIN  
-----  
President or Vice President of  
corporation of General Partner of  
limited partnership

Attest:

/s/ JERRY C. BOWLIN  
-----  
Secretary of Assistant Secretary

STATE OF KANSAS )  
                  ) ss  
COUNTY OF JOHNSON )

I, Willa G. Cline, a Notary Public, do hereby certify that on the 5th day of August, 1992, personally appeared before me Jerry C. Bowlin who declares he/she is the President or Vice President of the corporation, or a General Partner of the limited partnership, executing the foregoing document and being first duly sworn, acknowledged that he/she signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year before written.

/s/ WILLA G. CLINE  
-----  
Notary Public

My commission Expires 3-24-95.

State of Missouri  
Rebecca McDowell Cook, Secretary of State  
P.O. Box 778, Jefferson City, MO 65102  
Corporation Division

Statement Of Change Of Business Address  
by a Registered Agent of a  
Foreign Or Domestic For Profit Or Nonprofit Corporation

-----  
Instructions

1. This form is to be used by a registered agent of a for profit or nonprofit corporation to change the address of the business office of the registered agent.
2. The filing fee for this change is \$10.00. Change must be filed in DUPLICATE.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation cannot act as its own registered agent. The registered agent should sign his/her individual name, unless the registered agent is a corporation, in which case the execution should be by proper officers.

-----  
Charter No. 109761

The undersigned registered agent, for the purpose of changing its business office in Missouri, represents that:

1. The name of the corporation is: YELLOW REDEVELOPMENT CORPORATION.
2. The name of the registered agent is: THE PRENTICE-HALL CORPORATION SYSTEM, INC.
3. The address, including street number, of the present business office of the registered agent is:  
  
222 East Dunklin Street, Jefferson City, MO 65101.
4. The address, including street number, of the business office of the registered gent is hereby changed to:  
  
221 Bolivar Street, Jefferson City, Missouri 65101.
5. Notice in writing of the change has been mailed by the registered agent to the corporation named above.
6. The address of the registered office of the corporation named above and the business office of the registered agent as changed, is identical.

/s/ WILLA G. CLINE  
-----  
Notary Public  
My commission expires: 3-24-95

State of Missouri  
Rebecca McDowell Cook, Secretary of State

James C. Kirkpatrick State Information Center  
600 W. main Street, Rm. 322, Jefferson City, MO 65101

STATEMENT OF CHANGE OF REGISTERED AGENT AND/OR  
REGISTERED OFFICE  
BY A FOREIGN OR DOMESTIC FOR PROFIT OR NONPROFIT CORPORATION

-----  
Instructions

1. This form is to be used by either a for profit or nonprofit corporation to change either or both the name of its registered agent and/or the address of its existing registered agent.
  2. There is a \$10.00 fee for filing this statement It must be in DUPLICATE.
  3. P.O. Box may only be used in conjunction with a physical street address.
  4. Agent and address must be in the State of Missouri.
  5. The corporation may not act as its own agent.
- 

Charter No. 00109761

- (1) The name of the corporation is YELLOW REDEVELOPMENT CORPORATION.
- (2) The address, including street and number, of its present registered office (before change) is: 221 Bolivar Street, Jefferson City, MO 65101.
- (3) The address, including street and number, of its registered office is hereby changed to: 120 South Central Avenue, Clayton, MO 63105.
- (4) The name of its present registered agent (before change) is: Prentice-Hall Corporation System.
- (5) The name of the new registered agent is: C T Corporation System

Authorized signature of new registered agent must appear below:

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(May attach separate originally executed written consent to this form in lieu of this signature)

- (6) The address of its registered office and the address of the office of its registered agent, as changed, will be identical.
- (7) The change was authorized by resolution duly adopted by the board of directors.

In affirmation of the facts stated above,

/s/ WILLIAM F. MARTIN, JR.

William F. Martin, Jr.

-----  
(Authorized signature of office or, if applicable,  
chairman of the board

(Printed Name)

Senior Vice President  
(Title)

3/13/01  
(Printed Name)

BY-LAWS OF  
YELLOW REDEVELOPMENT CORPORATION

ARTICLE I

GENERAL OFFICE

The general office of this company shall be at 92nd Street at State Line Road, Kansas City, Missouri, or at such place as may hereafter be designated by the Board of Directors.

ARTICLE II

ANNUAL MEETING OF STOCKHOLDERS

The annual meeting of the stockholders of the corporation shall be held at eleven o'clock in the forenoon on the second Tuesday of March of each year. In the event that such annual meeting is omitted by oversight or otherwise on the date herein provided for, the directors shall cause a meeting in lieu thereof to be held as soon thereafter as conveniently may be, and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such subsequent meeting shall be called in the same manner as provided for the annual stockholders' meeting.

ARTICLE III

SPECIAL MEETINGS OF STOCKHOLDERS

Except as otherwise provided by law, special meetings of the stockholders of this corporation shall be held whenever called by the president or a vice president or by a majority of the board of directors or whenever one or more stockholders who are entitled to vote and who hold at least 25% of the capital stock issued and outstanding shall make written application therefor to the secretary stating the time, place and purpose of the meeting called for.

ARTICLE IV

NOTICE OF STOCKHOLDERS' MEETINGS

Notice of all stockholders' meetings stating the time and the place and the objects for which such meetings are called shall be given by the president or a vice president or the secretary or by any one or more stockholders entitled to call a special meeting of the stockholders by publication for ten (10) days prior thereto in some newspaper published in the City of Kansas City, Jackson County, Missouri, or in lieu thereof notice may be served personally on each stockholder.

## ARTICLE V

### WAIVER OF NOTICE

Whenever any notice whatever is required to be given by these by-laws or the articles of incorporation of this corporation, or any of the corporation laws of the State of Missouri, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE VI

### QUORUM OF STOCKHOLDERS

At any meeting of the stockholders, a majority in interest of all the capital stock issued and outstanding, represented by stockholders of record in person or by proxy, shall constitute a quorum; but a less interest may adjourn any meeting, and the meeting may be held as adjourned without further notice; PROVIDED, however, that directors shall not be elected at a meeting so adjourned. When a quorum is present at any meeting, a majority in interest of the stock represented thereat shall decide any question brought before such meeting.

## ARTICLE VII

### PROXY AND VOTING

Stockholders of record may vote at any meeting either in person or by proxy in writing, which shall be filed with the secretary of the meeting before being voted. Such proxies shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven months from the date of its execution unless the stockholder executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period. Each stockholder, except as hereinafter otherwise provided, shall be entitled to one vote for each share of stock held by him. At all elections of directors of the corporation, each stockholder shall be entitled to as many votes as shall equal the number of his shares of stock, multiplied by the number of directors to be elected, and he may cast all of such votes for a single director or he may distribute them among the number to be voted for or any two or more of them, as he may see fit.

## ARTICLE VIII

### BOARD OF DIRECTORS

A board of directors shall be chosen by ballot at the annual meeting of the stockholders or at any meeting held in place thereof as provided by law. The number of directors of this corporation to be elected at the first meeting of stockholders shall be three; however, the number of directors may at any time be increased to five by a majority vote of the stockholders.



Each director shall serve until the next annual meeting of the stockholders and until his successor is duly elected and qualified. Directors need not be stockholders of the corporation. Directors shall be of full age and at least one of them shall be a citizen and resident of the State of Missouri.

#### ARTICLE IX

##### POWERS OF DIRECTORS

The board of directors shall have the entire management of the business of the corporation. In the management and control of the property, business and affairs of the corporation, the board of directors is hereby vested with all the powers possessed by the corporation itself, so far as this delegation of authority is not inconsistent with the laws of the State of Missouri, with the certificate of incorporation of the corporation, or with these by-laws. The board of directors shall have power to determine what constitutes net earnings, profits and surplus, respectively, what amount shall be reserved for working capital and for any other purpose, and what amount shall be declared as dividends, and such determination by the board of directors shall be final and conclusive.

#### ARTICLE X

##### OFFICERS

The officers of this company shall consist of a president, a vice president (who may be designated executive vice president), a secretary and a treasurer, and such other officers as the board of directors shall from time to time deem necessary or appropriate and appoint.

Any two offices , except those of president and vice president may be held by one and the same person at the same time.

#### ARTICLE XI

##### MEETINGS OF DIRECTORS

Regular meetings of the board of directors shall be held each year immediately following the annual meeting of the stockholders, and at such other times as the board by vote may determine, and if so determined no notice thereof need be given. Special meetings of the board of directors may be held at any time or place, whenever called by the president, a vice president or two directors, notice thereof being given to each director by the secretary or an assistant secretary or an officer calling the meeting, or at any time without formal notice, provided that all the directors are present, or those not present shall at any time waive or have waived notice thereof. Notice of special meetings, stating the time and place thereof, shall be given by mailing the same to each director at his residence or business address at least two days before the meeting, or by delivering the same to him personally or telegraphing the same to him at his residence or business address not later than the day before the day on which the meeting is to be held, unless, in case of emergency, the president shall prescribe a shorter notice to be given personally or by telegraphing each director at his residence or business address. Such special

meeting shall be held at such time and place as the notice thereof or waiver shall specify. The officers of the corporation shall be elected by the board of directors at its regular meeting following its election by the stockholders, and a meeting may be held without notice for this purpose immediately after the annual meeting of the stockholders and at the same place.

#### ARTICLE XII

##### PRESIDENT

I shall be the duty of the president to manage, conduct and control the business of the corporation, subject only to the direction of the Board of Directors. The president, or a vice president, unless some other person is specifically authorized by vote of the board of directors, shall sign all certificates of stock, bonds, deeds, mortgages, extension agreements, modification of mortgage agreements, leases and contracts of the corporation. He shall perform all the duties commonly incident to his office and shall perform such other duties as the board of directors shall designate.

#### ARTICLE XIII

##### VICE PRESIDENT

It shall be the duty of the vice president to perform the duties of the president in his absence, sickness, or inability to act.

#### ARTICLE XIV

##### SECRETARY

It shall be the duty of the secretary to keep the minutes of the meetings of the stockholders and of the board of directors.

#### ARTICLE XV

##### TREASURER

It shall be the duty of the treasurer to have charge of and preserve all moneys, bills, notes and assets of the corporation. Signatories on bank accounts may be any person or persons designated (by name or office ) by resolution of the Board of Directors.

#### ARTICLE XVI

##### RESIGNATIONS AND REMOVALS

Any director or officer of the corporation may resign at any time by giving written notice to the corporation, to the board of directors, or to the president, or to the secretary of the corporation. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the board of directors.

The stockholders, at any meeting called for that purpose, by vote of a majority of the stock issued and outstanding, may remove from office any director or other officer elected or appointed by the stockholders or board of directors, and elect or appoint his successor. The board of directors, by vote of not less than a majority of the entire board, may remove from office any officer or agent elected or appointed by it.

#### ARTICLE XVII

##### VACANCIES

If the office of any director, or officer, or agent becomes vacant by reason of death, resignation, removal, disqualification, or otherwise, the directors, or remaining directors as the case may be, may by a vote of a majority choose a successor or successors who shall hold office for the unexpired term. Vacancies in the board of directors may be filled for the unexpired term by the stockholders at a meeting called for that purpose, unless such vacancy shall have been filled by the directors. Vacancies resulting from an increase in the number of directors may be filled in the same manner.

#### ARTICLE XVIII

##### TRANSFER OF STOCK

The stock of this company shall be transferred only on the books of the company, and any transfer of stock shall be subject to the lien of the company thereon for any indebtedness due the company from the holder.

#### ARTICLE XIX

##### AMENDMENTS

The by-laws of the corporation may be amended, added to, or repealed by vote of the holders of a majority of the issued and outstanding capital stock of this corporation, at any meeting of the stockholders, provided that notice of the proposed change is given in the notice of meeting, or notice thereof is waived in writing.

CERTIFICATE OF INCORPORATION  
OF  
YELLOW DOT COM SUBSIDIARY, INC.

FIRST: The name of the Corporation is YELLOW DOT COM SUBSIDIARY, INC.  
(the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of capital stock that the Corporation shall have the authority to issue is 1000 shares, par value \$.0001 per share, designated common stock.

FIFTH: The name and mailing address of the incorporator is:

Name - ----	Mailing Address -----
Megan E. Gula	Cahill Gordon & Reindel 80 Pine Street New York, New York 10005

SIXTH: The business and affairs of the Corporation shall be managed by the Board of Directors.

SEVENTH: The Board of Directors shall have the power to adopt, amend or repeal the by-laws of the Corporation.

EIGHTH: Election of directors need not be by ballot unless the by-laws of the Corporation so provide. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the General Corporation Law of the State of Delaware) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation.

NINTH: (1) A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

(2) (a) Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by applicable law as the same exists or may hereafter be amended. The right to indemnification conferred in this ARTICLE NINTH shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by applicable law as the same exists or may hereafter be amended.

(b) The Corporation may, by action of its Board of Directors, provide indemnification to such of the officers, employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by applicable law as the same exists or may hereafter be amended.

(3) The rights and authority conferred in this ARTICLE NINTH shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation or the by-laws of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.

(4) Neither the amendment nor repeal of this ARTICLE NINTH, nor the adoption of any provision of this Certificate of Incorporation or the by-laws of the Corporation, nor, to the fullest extent permitted by applicable law, any modification of law, shall eliminate or reduce the effect of this ARTICLE NINTH in respect of any acts or omissions occurring prior to such amendment or repeal or such adoption of an inconsistent provision.

TENTH: 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 the General Corporation Law of the State of Delaware.

ELEVENTH: The Corporation reserves the right to amend this Certificate of Incorporation in any manner permitted by the General Corporation Law of the State of Delaware, as amended from time to time, and all rights and powers conferred herein on stockholders, directors and officers, if any, are subject to this reserved power.

TWELFTH: The Corporation shall have perpetual existence.

IN WITNESS WHEREOF, I have hereunto signed my name this 11th day of  
May, 2000.

/s/ MEGAN E. GULA

-----  
Megan E. Gula

## CERTIFICATE OF MERGER

## MERGING

ECP (DELAWARE), INC.

## WITH AND INTO

YELLOW DOT COM SUBSIDIARY, INC.

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

NAME ----	STATE OF INCORPORATION -----
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ECP (Delaware), Inc.	Delaware
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Yellow Dot Com Subsidiary, Inc.	Delaware
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SECOND: That the Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of Delaware.

THIRD: That Yellow Dot Com Subsidiary, Inc. shall be the surviving corporation (the "Surviving Corporation").

FOURTH: That the Articles of Incorporation of Yellow Dot Com Subsidiary, Inc. shall be the Articles of Incorporation of the Surviving Corporation.

FIFTH: The merger is to become effective at 5:00 p.m. on December 31, 2001.

SIXTH: That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is P.O. Box 7563, 10990 Roe Avenue, Overland Park, Kansas 66211.

SEVENTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, this certificate of Merger has been executed by William F. Martin, Jr., President of ECP (Delaware), Inc. and by William F. Martin, Jr., President of the Surviving Corporation on this 31st day of December 2001.

By:       /s/ WILLIAM F. MARTIN, JR.  
-----  
Name: William F. Martin, Jr.  
Title: President

By:       /s/ WILLIAM F. MARTIN, JR.  
-----  
Name: William F. Martin, Jr.  
Title: President



## CERTIFICATE OF MERGER

## MERGING

TL VENTURES SIX (DELAWARE), INC.

WITH AND INTO

YELLOW DOT COM SUBSIDIARY, INC.

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

NAME	STATE OF INCORPORATION
----	-----

TL Ventures Six (Delaware), Inc.	Delaware
----------------------------------	----------

Yellow Dot Com Subsidiary, Inc.	Delaware
---------------------------------	----------

SECOND: That the Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of Delaware.

THIRD: That Yellow Dot Com Subsidiary, Inc. shall be the surviving corporation (the "Surviving Corporation").

FOURTH: That the Articles of Incorporation of Yellow Dot Com Subsidiary, Inc. shall be the Articles of Incorporation of the Surviving Corporation.

FIFTH: The merger is to become effective at 5:00 p.m. on December 31, 2001.

SIXTH: That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is P.O. Box 7563, 10990 Roe Avenue, Overland Park, Kansas 66211.

SEVENTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, this certificate of Merger has been executed by William F. Martin, Jr., President of TL Ventures Six (Delaware), Inc. and by William F. Martin, Jr., President of the Surviving Corporation on this 31st day of December 2001.

By: /s/ WILLIAM F. MARTIN, JR.

-----  
Name: William F. Martin, Jr.  
Title: President

By: /s/ WILLIAM F. MARTIN, JR.

-----  
Name: William F. Martin, Jr.  
Title: President

## CERTIFICATE OF MERGER

## MERGING

OCTOBER CAPITAL TRANSPORTATION, INC.

WITH AND INTO

YELLOW DOT COM SUBSIDIARY, INC.

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

NAME ----	STATE OF INCORPORATION -----
--------------	---------------------------------

October Capital Transportation, Inc.	Missouri
--------------------------------------	----------

Yellow Dot Com Subsidiary, Inc.	Delaware
---------------------------------	----------

SECOND: That the Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of Delaware.

THIRD: That Yellow Dot Com Subsidiary, Inc. shall be the surviving corporation (the "Surviving Corporation").

FOURTH: That the Articles of Incorporation of Yellow Dot Com Subsidiary, Inc. shall be the Articles of Incorporation of the Surviving Corporation.

FIFTH: That the authorized stock and par value of October Capital Transportation, Inc. is 1,000 shares, with a par value of \$1.00 per share.

SIXTH: That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is P.O. Box 7563, 10990 Roe Avenue, Overland Park, Kansas 66211.

SEVENTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, this certificate of Merger has been executed by William F. Martin, Jr., President of October Capital Transportation, Inc. and by William F. Martin, Jr., President of the Surviving Corporation on this 31st day of December 2001.

By:       /s/ WILLIAM F. MARTIN, JR.  
-----  
Name: William F. Martin, Jr.  
Title: President

By:       /s/ WILLIAM F. MARTIN, JR.  
-----  
Name: William F. Martin, Jr.  
Title: President

## CERTIFICATE OF MERGER

## MERGING

YELLOW CUSTOMER SOLUTIONS, INC.

WITH AND INTO

YELLOW DOT COM SUBSIDIARY, INC.

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

NAME	STATE OF INCORPORATION
----	-----

Yellow Customer Solutions, Inc.	Delaware
---------------------------------	----------

Yellow Dot Com Subsidiary, Inc.	Delaware
---------------------------------	----------

SECOND: That the Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of Delaware.

THIRD: That Yellow Dot Com Subsidiary, Inc. shall be the surviving corporation (the "Surviving Corporation").

FOURTH: That the Articles of Incorporation of Yellow Dot Com Subsidiary, Inc. shall be the Articles of Incorporation of the Surviving Corporation.

FIFTH: The merger is to become effective at 5:00 p.m. on January 23, 2002.

SIXTH: That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is P.O. Box 7563, 10990 Roe Avenue, Overland Park, Kansas 66211.

SEVENTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, this certificate of Merger has been executed by William F. Martin, Jr., President of Yellow Customer Solutions, Inc., and by William F. Martin, Jr., President of the Surviving Corporation on this 24th day of January 2002.

By: /s/ WILLIAM F. MARTIN, JR.

-----  
Name: William F. Martin, Jr.  
Title: President

By: /s/ WILLIAM F. MARTIN, JR.

-----  
Name: William F. Martin, Jr.  
Title: President

-----  
YELLOW DOT COM SUBSIDIARY, INC.

BY-LAWS  
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# TABLE OF CONTENTS

	Page
	----
ARTICLE I	INTERPRETATION.....1
ARTICLE II	MEETINGS OF STOCKHOLDERS.....1
Section 1.	Place and Time.....1
Section 2.	Special Meetings.....1
Section 3.	Chairman.....1
Section 4.	Quorum.....2
Section 5.	Voting: Proxies.....2
Section 6.	Action Without Meeting.....2
ARTICLE III	MEETINGS OF DIRECTORS.....3
Section 1.	Number: Qualifications.....3
Section 2.	Place, Time and Notice.....3
Section 3.	Telephonic Meetings Permitted.....3
Section 4.	Quorum.....3
Section 5.	Chairman.....4
Section 6.	Interest of Directors and Officers Generally in Contracts....4
Section 7.	Action in Writing by Directors.....4
ARTICLE IV	COMMITTEES.....4
Section 1.	Committees.....4
Section 2.	Committee Rules.....4
ARTICLE V	OFFICERS.....5
Section 1.	Officers: Election: Qualifications: Term of Office: Resignation: Removal; Vacancies.....5
Section 2.	Powers and Duties of Officers.....5
ARTICLE VI	INDEMNIFICATION.....5
Section 1.	Obligations to Indemnify.....5
Section 2.	Construction and Presumption Favoring Indemnification.....6
Section 3.	Right of Claimant to Bring Suit.....6
Section 4.	Defense to Enforcement.....7
Section 5.	Confidentiality.....7
Section 6.	Contract Right.....7



TABLE OF CONTENTS  
(continued)

	Page
	----
Section 7. Indemnity of Others.....	8
Section 8. Non-Exclusivity.....	8
Section 9. Severability.....	8
Section 10. Insurance.....	8
ARTICLE VII GENERAL.....	8
Section 1. Banking Arrangements.....	8
Section 2. Facsimile Signatures.....	9
Section 3. Execution of Instruments.....	9
Section 4. Financial Year.....	9
Section 5. Corporate Seal.....	10
Section 6. Control over By-Laws.....	10

BY-LAWS

OF

YELLOW DOT COM SUBSIDIARY, INC.  
(hereinafter referred to as the "Corporation")

ARTICLE I

INTERPRETATION

In this by-law and all other by-laws of the Corporation, words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders; words importing a person shall include an individual, partnership, association, corporation, executor, administrator or legal representative and any number or aggregate of persons; "certificate" shall include the original certificate of incorporation, as the same may be amended and/or restated from time to time; "Board" shall mean the Board of Directors of the Corporation; "GCL" shall mean the General Corporation Law of the State of Delaware or any statute that may be substituted therefor, in either case as from time to time amended; and "meeting of stockholders" shall mean and include an annual meeting of stockholders and a special meeting of stockholders.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place and Time.

Subject to the laws governing the Corporation, meetings of stockholders of the Corporation shall be held at the registered office of the Corporation or at such other place and at such time as the Board, the Chairman of the Board, the President or any Vice President who is a Director may determine from time to time.

Section 2. Special Meetings.

Special meetings of stockholders for any purpose or purposes may be called at any time by the President, the Board or by the Chairman of the Board, but such special meetings may not be called by any other person or persons. Only items of business that are set forth in a notice of special meeting may be transacted at such special meeting.

Section 3. Chairman.

Subject to the provisions of any resolution of the Board, the Chairman of the Board, if any, or in his absence or inability or refusal or failure to act, the President or, in the absence or inability or refusal or failure to act of each of the foregoing officers, a Vice President, or, if there be more than one Vice President present and willing to act,

that one of them who may have been designated for the purpose by the Chairman of the Board or by the President or by resolution of the Board shall preside at all meetings of the stockholders. Each of the foregoing officers may attend each such meeting provided that no Vice President shall act as Chairman if the Board shall have determined that he shall not so act. If all of the foregoing officers be absent or unable or refuse or fail to act, the stockholders present or represented and entitled to vote at said meeting may choose a Chairman.

#### Section 4. Quorum.

Except as otherwise required by law or the certificate of incorporation, the holders of shares representing not less than one-third of the total voting power of the shares entitled to be voted at any meeting of the stockholders, present in person or by proxy, shall constitute a quorum.

The Chairman of the meeting may adjourn the meeting to another place, date or time if a quorum shall fail to attend any meeting or for any other reason.

#### Section 5. Voting; Proxies.

Except as otherwise provided by law or by the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument revoking the proxy or another proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of stockholders need not be by written ballot unless the holders of a majority of the outstanding shares of all classes and series of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine.

#### Section 6. Action Without Meeting.

Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on such action were present and voted. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

MEETINGS OF DIRECTORS

Section 1. Number; Qualifications.

Subject to the provisions of the certificate, the Board shall consist of a minimum of one and a maximum of twenty-four members, the number thereof to be determined from time to time by resolution of the Board. Directors need not be stockholders.

Section 2. Place, Time and Notice.

Immediately after the annual meeting of stockholders in each year, a meeting of such Directors as are then present may be held, provided that they shall constitute a quorum, without notice, for the election and/or appointment of officers of the Corporation and the transaction of such other business as may come before the meeting.

Subject to the provisions of any resolution of the Board, meetings of the Board may be convened and held at any place within or without the State of Delaware at any time by order of the Chairman of the Board or the President or any Vice President who is a Director or any two Directors and notice of the time and place for holding each such meeting shall be served upon each of the Directors or left at his usual residence or usual place of business, or shall be mailed, postage prepaid, or sent by means of telegraphic, facsimile or other communications facility addressed to each of the Directors at his latest address as shown in the records of the Corporation at least forty-eight hours prior to the time fixed for such meeting. Notice of any meeting or any irregularity in any meeting or the notice thereof may be waived by any Director either before or after the meeting is held.

Section 3. Telephonic Meetings Permitted.

Members of the Board, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 4. Quorum.

Unless a different number is required by these by-laws, the certificate of incorporation or the GCL, a majority of the total number of Directors then in office shall constitute a quorum. Except as otherwise provided in the certificate of incorporation or these by-laws, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 5. Chairman.

Subject to the provisions of any resolution of the Board, the Chairman of the Board, if any, or, in his absence or inability or refusal or failure to act, the President shall preside at all meetings of the Board, provided that the President shall not so act unless he is a Director. If the Chairman of the Board and the President are absent or unable or refuse or fail to act, the Directors present may choose a Chairman from among their number.

Section 6. Interest of Directors and Officers Generally in Contracts.

No Director or officer shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any Director or officer or in which any Director or officer is in any way interested be liable to be voided nor shall any Director or officer so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such Director or officer holding that office or of the fiduciary relationship thereby established; provided that the Director or officer shall have complied with the provisions of the GCL.

Section 7. Action in Writing by Directors.

Unless otherwise restricted by the certificate of incorporation, these by-laws or the GCL, any action required or permitted to be taken at any meeting of the Board, or any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or such committee.

ARTICLE IV

COMMITTEES

Section 1. Committees.

The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

Section 2. Committee Rules.

Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of

such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article III of these by-laws.

## ARTICLE V

### OFFICERS

Section 1. Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies.

The Board shall choose a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board. The Board may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as it deems appropriate. Each such officer shall hold office until the first meeting of the Board after the annual meeting of stockholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The Board may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

Section 2. Powers and Duties of Officers.

The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed by the Board and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his duties.

## ARTICLE VI

### INDEMNIFICATION

The Corporation shall be obligated to indemnify in accordance with the provisions of this Article VI:

Section 1. Obligations to Indemnify.

To the fullest extent authorized by the GCL (but in the case of any amendment to the GCL effective subsequent to the date of this by-law, if permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the GCL permitted the Corporation to provide prior to such amendment), the Corporation shall indemnify, hold harmless and advance expenses to each person (and, where applicable, whether the person died testate or intestate, the

personal representative of such person, the estate of such person and such person's legatees and heirs) who is or has served as Director of or officer of:

(a) the Corporation; or

(b) any other enterprise at the request of the Corporation,

who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (herein referred to sometimes as "proceeding"), by reason of the fact that he, or a person of whom he is the legal representative, is or was a Director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent. Such indemnification and holding harmless shall cover all recoverable expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be an officer, Director, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article VI, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of the Corporation. The right to indemnification conferred by this Article VI shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the GCL requires, the payment of such expenses incurred by a Director or officer of the Corporation in his or her capacity as a Director or officer of the Corporation (and not in any other capacity in which service was rendered by such person while a Director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section or otherwise.

#### Section 2. Construction and Presumption Favoring Indemnification

In connection with each claim for indemnification, this Article VI shall be liberally construed in favor of indemnification and there shall be a rebuttable presumption that the Corporation shall bear the burden of proving by a preponderance of the evidence that the claimant is not so entitled to indemnification.

### Section 3. Right of Claimant to Bring Suit.

If a claim under this Article VI is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid for any and all expenses incurred in processing such claim. Neither of the following shall be a defense to my such action or create a presumption that the claimant has not met the applicable standard of conduct:

(a) the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper; or

(b) an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant was not entitled to indemnification.

### Section 4. Defense to Enforcement.

It shall be a defense to any such action that the claimant has not met the standards of conduct which make it permissible for the Corporation to indemnify the claimant for the amount claimed. The burden of proving such defense shall be on the Corporation. The defense referred to in the first sentence of this Section 4 shall not be available in any action brought to enforce a claim for expense incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation.

### Section 5. Confidentiality.

Any finding by the Board, independent legal counsel, or the stockholders, that a person asserting a claim for indemnification pursuant to this Article VI is not entitled to such indemnification, and any information which may support such finding, shall be held by the Board, independent legal counsel and the stockholders in confidence to the extent permitted by law and shall not be disclosed to any third party. If the Corporation, the Board or the stockholders are requested or required (by questions, interrogatories, subpoena, civil investigative demand or other process) to disclose any such confidential information, the person or entity so requested or required shall provide the claimant with prompt notice of each such request and shall use its best efforts to lawfully not disclose any such confidential information, including without limitation, seeking a protective order at the Corporation's expense.

### Section 6. Contract Right.

The foregoing provisions of this Article VI shall be deemed to be a contract between the Corporation and each Director and officer who serves in such capacity at any time while this Article VI is in effect. Any repeal or modification of this Article VI shall not impair or otherwise affect any rights or obligations then existing with



respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon such state of facts.

#### Section 7. Indemnity of Others.

The Board in its discretion shall have the power on behalf of the Corporation to enter into agreements to indemnify any person, other than a Director or officer, made a party to any action, suit or proceeding by reason of the fact that he or his testate or intestate personal representatives, legatees or heirs is or was an employee, agent or otherwise acting on behalf of the Corporation or serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

#### Section 8. Non-Exclusivity.

The rights of indemnification and advancement of expenses provided by this Article VI shall not be deemed exclusive of any rights not provided by this Article VI that any Director or officer may otherwise be entitled.

#### Section 9. Severability.

If for any reason a provision of this Article VI shall be deemed invalid or unenforceable, the Corporation shall remain obligated to indemnify and advance expenses pursuant to all those provisions of this Article VI which are valid and enforceable.

#### Section 10. Insurance.

The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the GCL.

### ARTICLE VII

#### GENERAL

#### Section 1. Banking Arrangements.

The Corporation's bank accounts shall be kept in one or more banks, trust companies or other firms or corporations carrying on banking business as the Board, the President, a Vice President, the Treasurer or any person designated for such purpose by the Board may from time to time determine.

Except as hereinafter provided, all checks, drafts, orders for the payment of money and all promissory notes, acceptances, bills of exchange and other instruments of like nature made, signed, drawn, accepted or endorsed by the Corporation shall bear

the signatures of any two of the Chairman of the Board, the President, a Vice President, the Secretary, the Treasurer or any person designated for such purpose by the Board or any one of them and an Assistant Treasurer or Assistant Secretary or any person designated for such purpose by the Board.

The Board, by resolution, or the President or the 'Treasurer, by instrument in writing, may from time to time appoint such person or persons as they may deem expedient to sign checks drawn on any bank account of the Corporation. A copy of any such instrument in writing shall forthwith be filed with the Secretary of the Corporation.

Checks, promissory notes, bills of exchange, orders for the payment of money and other negotiable paper may be endorsed or deposited to the credit of any bank account of the Corporation by such officer or officers, person or persons as the Board, by resolution, or the President or the Treasurer, by instrument in writing, may from time to time appoint, or such checks, promissory notes, bills of exchange, orders for the payment of money and other negotiable paper may be endorsed for such deposit by means of a stamp bearing the Corporation's name.

#### Section 2. Facsimile Signatures.

The Board may from time to time authorize the use of signatures which are printed or mechanically reproduced in facsimile on checks drawn on any of the Corporation's bank accounts and on any instrument that may be issued by the Corporation as evidence of a share or other security in or obligation of the Corporation.

#### Section 3. Execution of Instruments.

Any two of the Chairman of the Board, the President, a Vice President, the Secretary and the Treasurer, or any one of them together with an Assistant Secretary or an Assistant Treasurer, shall have authority to sign in the name and on behalf of the Corporation all instruments in writing and any instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The Board shall have power from time to time by resolution to appoint any other officer or officers or any person or persons either to sign instruments in writing generally or to sign specific instruments in writing in the name and on behalf of the Corporation.

The term "instruments in writing" as used herein shall, without limiting the generality thereof, include contracts, documents, powers of attorney, deeds, mortgages, guarantees, hypothecs, charges, conveyances, transfers and assignments of property (real or personal, immovable or movable), agreements, tenders, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, stocks, bonds, debentures, or other securities, instruments of proxy and all paper writings.

#### Section 4. Financial Year.

Until otherwise determined by the Board, the financial year of the Corporation shall terminate on the 31st day of December in each year.

Section 5. Corporate Seal.

The corporate seal shall be in such form as the Board shall from time to time adopt.

Section 6. Control over By-Laws.

The by-laws or any by-law may be adopted, amended or repealed only (i) by the affirmative vote of not less than a majority of the Directors then in office (provided, however, that such number shall not be less than one-third of the total number of Directors then authorized) at any regular or special meeting, if notice of the proposed amendment or alteration or new by-law is included in the notice of such meeting or (ii) by the affirmative vote of the holders of shares representing at least a majority of the total voting power of the shares entitled to be voted at any meeting of stockholders, if notice of the proposed amendment or alteration or new by-law is included in the notice of such meeting. The stockholders may alter and repeal any by-laws, in accordance with this Section 6, whether adopted by them or otherwise.

CERTIFICATE OF INCORPORATION  
OF  
YELLOW TECHNOLOGY SERVICES, INC.

FIRST: The name of the corporation is Yellow Technology Services, Inc.

SECOND: The address of the registered office of the corporation in the State of Delaware is 32 Loockerman Square, Suite L-100, in the City of Dover, County of Kent. The name of the registered agent of the corporation at such address is the Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation is authorized to issue is ten thousand (10,000) shares of common stock, having a par value of one dollar (\$1.00) per share.

FIFTH: The business and affairs of the corporation shall be managed by the board of directors, and the directors need not be elected by ballot unless required by the bylaws of the corporation.

SIXTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the board of directors is expressly authorized to adopt, amend or repeal the bylaws.

SEVENTH: A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, as the same exists or hereafter may be amended, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law. Any repeal or modification of this paragraph by the stockholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or modification.

EIGHTH: The corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.

NINTH: The incorporator is William F. Martin, Jr., whose mailing address is P.O. Box 7563, Overland Park, Kansas 66207.

I, THE UNDERSIGNED, being the incorporator, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate of Incorporation, do certify that the facts herein stated are true, and, accordingly, have hereto set my hand and seal this 7th day of May, 1992.

/s/ WILLIAM F. MARTIN, JR.

-----  
William F. Martin, Jr.

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION

Yellow Technology Services, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Yellow Technology Services, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows: "The name of the corporation is Yellow Services, Inc."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said Yellow Technology Services, Inc., has caused this certificate to be signed by William F. Martin, Jr., an Authorized Officer, this 4th day of April, 1997.

BY: /s/ WILLIAM F. MARTIN, JR.

-----  
TITLE OF OFFICER: Secretary

CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION

Yellow Services, Inc. a corporation organized in the existing under by  
virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors, a resolution was duly  
approved setting forth a proposed amendment of the certificate of incorporation  
of said Corporation and declaring said amendment to be advisable and calling a  
meeting of the stockholders of the Corporation in consideration thereof. The  
resolution setting forth the proposed amendment is as follows:

RESOLVED, that the certificate of incorporation of this Corporation be  
amended by changing the article thereof numbered "FIRST" so that, as  
amended said article shall be and read as follows:

"The name of the Corporation is Yellow Technologies, Inc."

SECOND: That thereafter, pursuant to resolution of the Board of Directors,  
a special meeting of the stockholder of said Corporation was duly called and  
held upon notice in accordance with section 222 of the General Corporation Law  
of the State of Delaware at which meeting the necessary number of shares as  
required by statute voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the  
provisions of section 242 of the General Corporation Law of the State of  
Delaware.

FOURTH: That the capital of said Corporation shall not be reduced under or  
by reason of said amendment.

IN WITNESS WHEREOF, said Corporation has caused a certificate to be signed  
by William F. Martin, Jr. Secretary, the 31st of January, 2000:

By: /s/ WILLIAM F. MARTIN, JR.

-----  
Authorized Officer

Printed Name: William F. Martin, Jr.  
Title: Secretary

CERTIFICATE OF CHANGE OF REGISTERED AGENT  
AND  
REGISTERED OFFICE  
OF  
YELLOW TECHNOLOGIES, INC.

YELLOW TECHNOLOGIES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is THE PRENTICE-HALL CORPORATION SYSTEM, INC. and the present registered office of the corporation is in the county of New Castle.

The Board of Directors of YELLOW TECHNOLOGIES, INC. adopted the following resolution on the 23rd day of February, 2001.

Resolved, that the registered office of YELLOW TECHNOLOGIES, INC. in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, YELLOW TECHNOLOGIES, INC. has caused this statement to be signed by William F. Martin, Jr., its Senior Vice President, this 13th day of March, 2001.

/s/ WILLIAM F. MARTIN, JR.

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William F. Martin, Jr., Senior Vice President



YELLOW TECHNOLOGY SERVICES, INC.  
BYLAWS

(Effective May 12, 1992)

ARTICLE I  
STOCKHOLDERS

Section 1. Annual Meeting

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place on such date and at such time of day as the Board of Directors shall each year fix, which date shall be within thirteen months of the last annual meeting of stockholders.

Section 2. Special Meetings

Special meetings of the stockholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by the President or a majority of the Board of Directors and shall be held at such place, on such date, and at such time as they shall fix.

Section 3. Notice of Meeting

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten nor more than sixty days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the General Corporation Law of the State of Delaware or the Certificate of Incorporation).

When a meeting is adjourned to another date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any

adjourned meeting is more than fourteen days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting any business may be transacted which might have been transacted at the original meeting.

#### Section 4. Quorum

At any meeting of the stockholders, the holders of a majority of the outstanding shares (exclusive of treasury stock) of each class of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for the transaction of any business, unless or except to the extent that the presence of a larger number may be required by law.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of the stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another date or time.

If a notice of any adjourned special meeting of stockholders is sent to all stockholders entitled to vote thereat, stating that it will be held with those present constituting a quorum, then except as otherwise required by law, those present at such adjourned meeting shall constitute a quorum, and all matters shall be determined by a majority of the votes cast at such meeting.

#### Section 5. Organization

The President or such person as the Board of Directors may have designated, shall call to order any meeting of the stockholders and act as chairman of the meeting and the Secretary or Assistant Secretary shall act as secretary of the meeting. In the absence of

the Secretary or Assistant Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.

#### Section 6. Conduct of Business

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

#### Section 7. Proxies and Voting

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one vote for every share of stock entitled to vote which is registered in his name on the record date for the meeting, except as otherwise required by law or provided in the Certificate of Incorporation or these Bylaws.

All voting, except on the election of directors and where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his proxy, a stock vote shall be taken. Every stock vote shall be taken by ballot, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law or provided in the Certificate of Incorporation or these Bylaws, all other matters shall be determined by a majority of the votes cast.

## Section 8. Stock List

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the metropolitan area where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

## ARTICLE II BOARD OF DIRECTORS

### Section 1. Directors

#### a. Number and Term of Office

The number of directors who shall constitute the whole board shall be such number not less than three nor more than nine as the Board of Directors shall at the time have designated. Each director shall hold office until his successor is elected and qualified or until his earlier resignation, removal from office or death except as otherwise provided herein or required by law.

Whenever the authorized number of directors is increased between annual meetings of the stockholders, a majority of the directors then in office shall have the

power to elect such new directors for the balance of a term and until their successors are elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

#### Section 2. Vacancies

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.

#### Section 3. Removals

A director may be removed from office by a majority vote of the stockholders entitled to vote for the election of directors.

#### Section 4. Regular Meetings

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

#### Section 5. Special Meetings

Special meetings of the Board of Directors shall be called upon written request of two directors then in office or by the President and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of the place, date and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three days before the meeting or by telegraphing the same not

less than eighteen hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

#### Section 6. Quorum

At any meeting of the Board of Directors, one-third of the total number of the whole board, but not less than two, shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

#### Section 7. Participation in Meetings by Conference Telephone

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting and any action duly taken by Directors at such a meeting shall have the same force and effect as if taken at a meeting duly called and attended in person by the Directors.

#### Section 8. Conduct of Business

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise required by law or provided in the Certificate of Incorporation or these Bylaws. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

## Section 9. Powers

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

1. To declare dividends from time to time in accordance with law;
2. To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;
3. To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;
4. To remove any officer of the Corporation with or without cause, and from time to time to transfer the powers and duties of any officer to any other person for the time being;
5. To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers and agents;
6. To adopt from time to time such stock option, stock purchase, bonus or other compensation plans for officers and agents of the Corporation and its subsidiaries as it may determine;
7. To adopt from time to time such insurance, retirement, and other benefit plans for officers and agents of the Corporation and its subsidiaries as it may determine;
8. To adopt from time to time regulations, not inconsistent with these bylaws, for the management of the Corporation's business and affairs; and

9. To adopt from time to time an order of succession designating the officers to perform the duties and exercise the powers of the President in the event of the President's absence, death, inability or refusal to act.

#### Section 10. Compensation of Directors

Directors, as such, may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the directors.

### ARTICLE III COMMITTEES

#### Section 1. Committees of the Board of Directors

The Board of Directors, by resolution, may from time to time designate committees of the Board, each of which shall have the respective powers and duties necessary or proper to carry out the purposes for which appointed, to serve at the pleasure of the board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend or to authorize the issuance of stock if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.



## Section 2. Conduct of Business

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members, which may be by telephone or telegraph, of all meetings; one-third of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

## ARTICLE IV OFFICERS

### Section 1. Generally

The officers of the Corporation shall consist of a President and a Secretary. The Board of Directors may elect such additional officers as it deems necessary, including vice presidents, a treasurer, assistant secretaries and assistant treasurers. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of stockholders. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person.

### Section 2. President

The President be responsible in general for the supervision and control of all of the business and affairs of the Corporation. He shall perform all duties and have all powers which are delegated to him by the Board of Directors. He shall have power to

sign all stock certificates, contracts and other instruments of the Corporation which are authorized. In the event of the absence, death, inability or refusal to act of the President, the officer designated by the Board of Directors shall perform the duties and exercise the powers of the President.

### Section 3. Vice Presidents

Each vice president shall perform such duties as the Board of Directors shall prescribe.

### Section 4. Treasurer

The Treasurer, if one shall have been elected by the Board of Directors, shall have charge and custody of all monies and securities of the Corporation, shall in general perform all of the duties commonly incident to the office of Treasurer and shall perform such other duties as may be assigned him by the President. He shall make such disbursements of the funds of the Corporation as are proper and shall render from time to time an account of all such transactions and of the financial condition of the Corporation.

### Section 5. Secretary

The secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He shall have charge of the corporate minute books.

### Section 6. Delegation of Authority

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

### Section 7. Removal

Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

## Section 8. Action with Respect to Securities of Other Corporations

Unless otherwise directed by the Board of Directors, the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

## ARTICLE V INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

### Section 1. Right to Indemnification

a. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all

expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that with respect to any agent or employee, to the extent any such expenses, liabilities or losses are covered by insurance, other than insurance maintained by the corporation, the corporation shall be required to indemnify and hold harmless such agent or employee only to the extent that such expenses, liabilities or losses are not covered by such insurance. Such right shall be a contract right and shall include the right to be paid by the corporation expenses incurred in defending any such proceedings in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this section or otherwise.

b. Any person who is or was an agent of the corporation, and who would be entitled to be indemnified by the corporation under the circumstances set forth in Section 1(a) but for the fact that such person is not or was not a director, officer or employee of the corporation, may be indemnified by the corporation (but shall not be entitled to be indemnified by the corporation) in a specific case to all or part of the extent set forth in Section 1(a), if the Board of Directors determines that it is in the best interests

of the corporation to grant such indemnity. Authorization for such indemnity and the extent thereof shall be determined by majority vote of a quorum of the Board of Directors.

## Section 2. Right of Claimant to Bring Suit

If a claim under Section 1 is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant had not met the applicable standard of conduct.

### Section 3. Non-Exclusivity of Rights

The rights conferred by Sections 1 and 2 shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

### Section 4. Insurance

The corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

### Section 5.

For purposes of this Article, reference to "other enterprise" shall include entities of any kind, including associations, rate bureaus and conferences.

## ARTICLE VI STOCK

### Section 1. Certificates of Stock

Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a vice president, and by the secretary or an assistant secretary, or the treasurer or an assistant treasurer, certifying the number of shares owned by him. Any of or all of the signatures on the certificate may be facsimile.

### Section 2. Transfers of Stock

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of

the stock of the Corporation. Except where a certificate is issued in accordance with Section 6 of Article VI of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

### Section 3. Transfer and Change of Address

Title to a certificate and to the shares represented thereby can be transferred only:

(1) By delivery of the certificates, endorsed either in blank or to a specified person, by the person appearing in the certificate to be the owner of the shares represented thereby; or

(2) By delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

### Section 4. Change of Address

Stockholders shall be responsible for notifying in writing the secretary, or the transfer agent or registrar as the case may be, if appointed by resolution of the Board, of any changes in their addresses from time to time, and failure to do so shall relieve the Corporation, its shareholders, directors, officers and the transfer agent and/or registrar, if any, of liability for failure to direct notices, dividends, or other documents or property to an address other than the one appearing in the records of the secretary or, if appointed, the transfer agent or registrar.

#### Section 5. Record Date

The Board of Directors may fix a record date, which shall not be more than sixty nor less than ten days before the date of any meeting of stockholders, nor more than sixty days prior to the time for the other action hereinafter described, as of which there shall be determined the stockholders who are entitled: to notice of or to vote at any meeting of stockholders or any adjournment thereof; to receive payment of any dividend or other distribution or allotment of any rights; or to exercise any rights with respect to any change, conversion or exchange of stock or with respect to any other lawful action.

#### Section 6. Lost, Stolen or Destroyed Certificates

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

#### Section 7. Regulations

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

### ARTICLE VII NOTICES

#### Section 1. Notices

Whenever notice is required to be given to any stockholder, director, officer, or agent, such requirement shall not be construed to mean personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, addressed to such stockholder, director, officer, or agent at his or her address as the same appears on



the books of the Corporation. The time when such notice is dispatched shall be the time of the giving of the notice.

#### Section 2. Waivers

A written waiver of any notice, signed by a stockholder, director, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

### ARTICLE VIII MISCELLANEOUS

#### Section 1. Facsimile Signatures

In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

#### Section 2. Corporate Seal

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in charge of the secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the treasurer or by the assistant secretary or assistant treasurer.

#### Section 3. Reliance upon Books, Reports and Records

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the

Corporation, including reports made to the Corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

#### Section 4. Fiscal Year

The fiscal year of the Corporation shall be as fixed by the Board of Directors.

#### Section 5. Time Periods

In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days after an event, calendar days shall be used, the day of the doing of the act shall be excluded and the day of the event shall be included.

### ARTICLE IX AMENDMENTS

#### Section 1. Amendments

These Bylaws may be amended or repealed, or new bylaws may be adopted by the affirmative vote of the majority of the Board of Directors or by the stockholders at any meeting.

CERTIFICATE OF INCORPORATION  
OF  
YELLOW INTERNATIONAL CONSOLIDATION SERVICES, INC.

First: The name of the corporation is Yellow International Consolidation Services, Inc.

Second: The address of the registered office of the Corporation in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is the Corporation Service Company.

Third: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the General Corporation Law of the State of Delaware.

Fourth: The total number of shares of capital stock of all classifications which the Corporation shall have authority to issue is Five Thousand (5,000) shares of Common Stock having a par value of \$1 per share.

Fifth: The business and affairs of the Corporation shall be managed by the Board of directors, and the directors need not be elected by ballot unless required by the bylaws of the corporation.

Sixth: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws.

Seventh: A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, as the same exists or hereafter may be amended, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law. Any repeal or modification of this paragraph by the stockholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or modification.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision consigned in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute (sic), and all rights conferred herein are granted subject to this reservation.

NINTH: The incorporator is William F. Martin, Jr., whose mailing address is 10990 Roe Avenue, Overland Park, Kansas 66211.

/s/ WILLIAM F. MARTIN, JR.

-----  
William F. Martin, Jr.

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION

Yellow International Consolidation Services, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

FIRST: That a meeting of the Board of Directors of Yellow International Consolidation Services, Inc., a resolution was duly adopted setting forth a proposed amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

The name of the corporation is Globe.com, Lines, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said Yellow International Consolidation Services, Inc., has caused this certificate to be signed by William F. Martin, Jr., an Authorized Officer, this 8th day of April, 1999.

By: /s/ WILLIAM F. MARTIN, JR.

-----  
Authorized Officer

Name: William F. Martin, Jr.  
Title: Vice President

Attest: /s/ LAWRENCE D. BERKOWITZ

-----  
Lawrence D. Berkowitz

Title: Secretary

CERTIFICATE OF CHANGE OF REGISTERED AGENT  
AND  
REGISTERED OFFICE  
OF  
GLOBE.COM LINES, INC.

GLOBE.COM LINES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is Corporation Service Company and the present registered office of the corporation is in the county of New Castle.

The Board of Directors of GLOBE.COM LINES, INC. adopted the following resolution on the 23rd day of February, 2001.

Resolved that the registered office of GLOBE.COM LINES, INC. in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, GLOBE.COM LINES, INC. has caused this statement to be signed by William F. Martin, Jr., its Senior Vice President, this 15th day of March, 2001.

/s/ WILLIAM F. MARTIN, JR.

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William F. Martin, Jr.,  
Senior Vice President

YELLOW INTERNATIONAL CONSOLIDATION SERVICES, INC.  
BYLAWS

(Effective December 15, 1997)

ARTICLE I  
STOCKHOLDERS

Section 1. Annual Meeting

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place on such date and at such time of day as the Board of Directors shall each year fix, which date shall be within thirteen months of the last annual meeting of stockholders.

Section 2. Special Meetings

Special meetings of the stockholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by the President or a majority of the Board of Directors and shall be held at such place, on such date, and at such time as they shall fix.

Section 3. Notice of Meeting

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten nor more than sixty days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the General Corporation Law of the State of Delaware or the Certificate of Incorporation).

When a meeting is adjourned to another date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which

the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than fourteen days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting any business may be transacted which might have been transacted at the original meeting.

#### Section 4. Quorum

At any meeting of the stockholders, the holders of a majority of the outstanding shares (exclusive of treasury stock) of each class of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for the transaction of any business, unless or except to the extent that the presence of a larger number may be required by law.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of the stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another date or time.

If a notice of any adjourned special meeting of stockholders is sent to all stockholders entitled to vote thereat, stating that it will be held with those present constituting a quorum, then except as otherwise required by law, those present at such adjourned meeting shall constitute a quorum, and all matters shall be determined by a majority of the votes cast at such meeting.

#### Section 5. Organization

The President or such person as the Board of Directors may have designated, shall call to order any meeting of the stockholders and act as chairman of the meeting and the Secretary or Assistant Secretary shall act as secretary of the meeting. In the absence of the Secretary or



Assistant Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.

#### Section 6. Conduct of Business

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

#### Section 7. Proxies and Voting

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one vote for every share of stock entitled to vote which is registered in his name on the record date for the meeting, except as otherwise required by law or provided in the Certificate of Incorporation or these Bylaws.

All voting, except on the election of directors and where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his proxy, a stock vote shall be taken. Every stock vote shall be taken by ballot, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law or provided in the Certificate of Incorporation or these Bylaws, all other matters shall be determined by a majority of the votes cast.

## Section 8. Stock List

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the metropolitan area where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

## ARTICLE II BOARD OF DIRECTORS

### Section 1. Directors

#### a. Number and Term of Office

The number of directors who shall constitute the whole board shall be such number not less than three nor more than nine as the Board of Directors shall at the time have designated. Each director shall hold office until his successor is elected and qualified or until his earlier resignation, removal from office or death except as otherwise provided herein or required by law.

Whenever the authorized number of directors is increased between annual meetings of the stockholders, a majority of the directors then in office shall have the power to elect such new

directors for the balance of a term and until their successors are elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

#### Section 2. Vacancies

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.

#### Section 3. Removals

A director may be removed from office by a majority vote of the stockholders entitled to vote for the election of directors.

#### Section 4. Regular Meetings

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

#### Section 5. Special Meetings

Special meetings of the Board of Directors shall be called upon written request of two directors then in office or by the President and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of the place, date and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three days before the meeting or by telegraphing the same not less than eighteen hours before the

meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

#### Section 6. Quorum

At any meeting of the Board of Directors, one-third of the total number of the whole board, but not less than two, shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

#### Section 7. Participation in Meetings by Conference Telephone

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting and any action duly taken by Directors at such a meeting shall have the same force and effect as if taken at a meeting duly called and attended in person by the Directors.

#### Section 8. Conduct of Business

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise required by law or provided in the Certificate of Incorporation or these Bylaws. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

#### Section 9. Powers

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

1. To declare dividends from time to time in accordance with law;
2. To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;
3. To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;
4. To remove any officer of the Corporation with or without cause, and from time to time to transfer the powers and duties of any officer to any other person for the time being;
5. To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers and agents;
6. To adopt from time to time such stock option, stock purchase, bonus or other compensation plans for officers and agents of the Corporation and its subsidiaries as it may determine;
7. To adopt from time to time such insurance, retirement, and other benefit plans for officers and agents of the Corporation and its subsidiaries as it may determine;
8. To adopt from time to time regulations, not inconsistent with these bylaws, for the management of the Corporation's business and affairs; and
9. To adopt from time to time an order of succession designating the officers to perform the duties and exercise the powers of the President in the event of the President's absence, death, inability or refusal to act.

## Section 10. Compensation of Directors

Directors, as such, may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the directors.

## ARTICLE III COMMITTEES

### Section 1. Committees of the Board of Directors

The Board of Directors, by resolution, may from time to time designate committees of the Board, each of which shall have the respective powers and duties necessary or proper to carry out the purposes for which appointed, to serve at the pleasure of the board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend or to authorize the issuance of stock if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

### Section 2. Conduct of Business

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required

by law. Adequate provision shall be made for notice to members, which may be by telephone or telegraph, of all meetings; one-third of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

#### ARTICLE IV OFFICERS

##### Section 1. Generally

The officers of the Corporation shall consist of a President and a Secretary. The Board of Directors may elect such additional officers as it deems necessary, including vice presidents, a treasurer, assistant secretaries and assistant treasurers. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of stockholders. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person.

##### Section 2. President

The President be responsible in general for the supervision and control of all of the business and affairs of the Corporation. He shall perform all duties and have all powers which are delegated to him by the Board of Directors. He shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized. In the event of the absence, death, inability or refusal to act of the President, the officer designated by the Board of Directors shall perform the duties and exercise the powers of the President.

##### Section 3. Vice Presidents

Each vice president shall perform such duties as the Board of Directors shall prescribe.

#### Section 4. Treasurer

The Treasurer, if one shall have been elected by the Board of Directors, shall have charge and custody of all monies and securities of the Corporation, shall in general perform all of the duties commonly incident to the office of Treasurer and shall perform such other duties as may be assigned him by the President. He shall make such disbursements of the funds of the Corporation as are proper and shall render from time to time an account of all such transactions and of the financial condition of the Corporation.

#### Section 5. Secretary

The secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He shall have charge of the corporate minute books.

#### Section 6. Delegation of Authority

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

#### Section 7. Removal

Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

#### Section 8. Action with Respect to Securities of Other Corporations

Unless otherwise directed by the Board of Directors, the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of



stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V  
INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

Section 1. Right to Indemnification

a. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that with respect to any agent or employee, to the

extent any such expenses, liabilities or losses are covered by insurance, other than insurance maintained by the corporation, the corporation shall be required to indemnify and hold harmless such agent or employee only to the extent that such expenses, liabilities or losses are not covered by such insurance. Such right shall be a contract right and shall include the right to be paid by the corporation expenses incurred in defending any such proceedings in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this section or otherwise.

b. Any person who is or was an agent of the corporation, and who would be entitled to be indemnified by the corporation under the circumstances set forth in Section 1(a) but for the fact that such person is not or was not a director, officer or employee of the corporation, may be indemnified by the corporation (but shall not be entitled to be indemnified by the corporation) in a specific case to all or part of the extent set forth in Section 1(a), if the Board of Directors determines that it is in the best interests of the corporation to grant such indemnity. Authorization for such indemnity and the extent thereof shall be determined by majority vote of a quorum of the Board of Directors.

## Section 2. Right of Claimant to Bring Suit

If a claim under Section 1 is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant had not met the applicable standard of conduct.

### Section 3. Non-Exclusivity of Rights

The rights conferred by Sections 1 and 2 shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

### Section 4. Insurance

The corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 5.

For purposes of this Article, reference to "other enterprise" shall include entities of any kind, including associations, rate bureaus and conferences.

ARTICLE VI  
STOCK

Section 1. Certificates of Stock

Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a vice president, and by the secretary or an assistant secretary, or the treasurer or an assistant treasurer, certifying the number of shares owned by him. Any of or all of the signatures on the certificate may be facsimile.

Section 2. Transfers of Stock

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 6 of Article VI of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 3. Transfer and Change of Address

Title to a certificate and to the shares represented thereby can be transferred only:

(1) By delivery of the certificates, endorsed either in blank or to a specified person, by the person appearing in the certificate to be the owner of the shares represented thereby; or

(2) By delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

#### Section 4. Change of Address

Stockholders shall be responsible for notifying in writing the secretary, or the transfer agent or registrar as the case may be, if appointed by resolution of the Board, of any changes in their addresses from time to time, and failure to do so shall relieve the Corporation, its shareholders, directors, officers and the transfer agent and/or registrar, if any, of liability for failure to direct notices, dividends, or other documents or property to an address other than the one appearing in the records of the secretary or, if appointed, the transfer agent or registrar.

#### Section 5. Record Date

The Board of Directors may fix a record date, which shall not be more than sixty nor less than ten days before the date of any meeting of stockholders, nor more than sixty days prior to the time for the other action hereinafter described, as of which there shall be determined the stockholders who are entitled: to notice of or to vote at any meeting of stockholders or any adjournment thereof; to receive payment of any dividend or other distribution or allotment of any

rights; or to exercise any rights with respect to any change, conversion or exchange of stock or with respect to any other lawful action.

#### Section 6. Lost, Stolen or Destroyed Certificates

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

#### Section 7. Regulations

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

### ARTICLE VII NOTICES

#### Section 1. Notices

Whenever notice is required to be given to any stockholder, director, officer, or agent, such requirement shall not be construed to mean personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, addressed to such stockholder, director, officer, or agent at his or her address as the same appears on the books of the Corporation. The time when such notice is dispatched shall be the time of the giving of the notice.

#### Section 2. Waivers

A written waiver of any notice, signed by a stockholder, director, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed

equivalent to the notice required to be given to such stockholder, director, officer, or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VIII  
MISCELLANEOUS

Section 1. Facsimile Signatures

In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in charge of the secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the treasurer or by the assistant secretary or assistant treasurer.

Section 3. Reliance upon Books, Reports and Records

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation, including reports made to the Corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

Section 4. Fiscal Year

The fiscal year of the Corporation shall be as fixed by the Board of Directors.

Section 5. Time Periods

In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days after an event, calendar days shall be used, the day of the doing of the act shall be excluded and the day of the event shall be included.

ARTICLE IX  
AMENDMENTS

Section 1. Amendments

These Bylaws may be amended or repealed, or new bylaws may be adopted by the affirmative vote of the majority of the Board of Directors or by the stockholders at any meeting.



ARTICLES OF INCORPORATION  
OF  
YELLOW RELOCATION SERVICES, INC.

The undersigned natural person of the age of eighteen (18) years or more does hereby adopt the following articles of incorporation for the purpose of forming a corporation under the Kansas General Corporation Code.

ARTICLE I

The name of the corporation is:

Yellow Relocation Services, Inc.

ARTICLE II

The initial registered office of the corporation in the State of Kansas shall be located at 10990 Roe Avenue, Overland Park, Johnson County, Kansas 66207. The name of the initial registered agent of the corporation at such address shall be Daniel L. Hornbeck.

ARTICLE III

The aggregate number of shares of stock which this corporation shall have authority to issue shall be Ten Thousand (10,000) shares, all of which shall be common stock share without par value.

ARTICLE IV

The name and address of the sole incorporator is as follows:

Daniel J. Hornbeck  
10990 Roe Avenue  
Overland Park, KS 66207

ARTICLE V

The initial Board of Directors of the corporation shall consist of one person who shall be William F. Martin, Jr. The number of directors to constitute subsequent boards of directors shall be fixed by, or in the manner provided in, the by-laws of the corporation. Any changes in the number of members of the Board shall be reported to the Secretary of State within thirty calendar days of such change.

ARTICLE VI

The corporation shall have perpetual existence.

ARTICLE VII

The purpose of this corporation is formed is to engage in any lawful act or activity for which a corporation may be organized under the Kansas General Corporation Code.

IN WITNESS WHEREOF, I execute these articles of incorporation this 16th day of March, 1989.

/s/ DANIEL J. HORNBECK

-----  
Sole Incorporator

STATE OF KANSAS     )  
                          ) ss.  
COUNTY OF JOHNSON )

I, Willa G. Cline, a notary public, do hereby certify that on this 16th day of March, 1989, personally appeared before me Daniel L. Hornbeck, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements contained therein are true.

/s/ WILLA G. CLINE

-----  
Notary Public

My commission expires: 3/24/91

BYLAWS  
OF  
YELLOW RELOCATION SERVICES, INC.

ARTICLE I  
OFFICES

The Principal Office of the Corporation in the State of Kansas shall be located in Overland Park, Johnson County, Kansas. The Corporation may have such other offices, either within or without the State of Kansas, as the business of the Corporation may require from time to time. The Registered Office of the Corporation, required by "The General Corporation Code" to be maintained in the State of Kansas, may be, but need not be, identical with the address of its Principal Office in the State of Kansas, and the address of the Registered Office may be changed from time to time by the Board of Directors.

ARTICLE II  
SHAREHOLDERS

Section 1 - Annual Meetings. The Annual Meetings of the Shareholders shall be held in April each year beginning with the year 1990 for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

Section 2 - Special Meetings. Special Meetings of the Shareholders may be called by the President or by the Board of Directors.

Section 3 - Place of Meetings. Annual and Special Meetings of the Shareholders shall be held at such place as is designated by the Board of Directors or, if no designation is made, the place of meeting shall be the Registered Office of the Corporation.

Section 4 - Notice of Meetings. Unless waived, written or printed notice stating the place, day and hour of the meeting and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the Officer calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Shareholder at such Shareholder's address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 5 - Conduct of Meetings. The Chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the establishment of procedures for the maintenance of order, safety, limitations on the time allotted to the questions or comments on the affairs of the Corporation, restrictions on entry to such meeting after the time prescribed for the commencement thereof, and the opening and closing of the voting polls.

Section 6 - Voting Lists. At least ten (10) days before each meeting of Shareholders, the Officer or agent having charge of the transfer book for shares of the Corporation shall make a complete list of the Shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each Shareholder, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the Registered Office of the Corporation and shall be subject to the inspection of any Shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to the Shareholders entitled to examine such list, share ledger or transfer book, or to vote at any meeting of the Shareholders.

Section 7 - Quorum. A majority of the outstanding shares of the Corporation, represented in person or by proxy, shall constitute a quorum at any meeting of the Shareholders; provided, that if less than a majority of the outstanding shares is represented at said meeting, a majority of the shares so represented may adjourn the meeting, from time to time without further notice, to a date not longer than ninety (90) days from the date originally set for such meeting.

Section 8 - Proxies. At all meetings of Shareholders, a Shareholder may vote either in person or by proxy executed by such Shareholder or by such Shareholder's duly authorized attorney-in-fact; provided, however, all proxies are subject to the provisions of K.S.A. 17-6502. Such proxy shall be in writing and filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 9 - Voting. Except as otherwise provided by statute or by the Articles of Incorporation and subject to the provisions of these Bylaws, each Shareholder shall be entitled to one (1) vote for each share of Capital Stock held by such Shareholder. At all meetings of Shareholders, except as otherwise required by statute, by the Articles of Incorporation or by these Bylaws, all matters shall be decided by the vote of a majority in interest of the Shareholders entitled to vote, present in person or by proxy.

Section 10 - Actions of the Shareholders without a Meeting. Any action which may be taken at a meeting of the Shareholders may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all the Shareholders entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as a unanimous vote of the Shareholders at a meeting duly held, and may be stated as such in any certificate or document filed under the "General Corporation Code." The Secretary shall file such consents with the minutes of the meetings of the Shareholders.

#### ARTICLE III DIRECTORS

Section 1 - General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2 - Number, Election and Term. The number of Directors of the Corporation shall be one, who shall be elected annually at the Annual Meeting of the Shareholders. The Board of

Directors, by resolution, may increase the number of directors to three. Each Director shall be elected for a term of one year and shall hold office until his or her successor has been elected and has qualified.

Section 3 - Removal of Directors. At a meeting called expressly for that purpose, the entire Board of Directors or any member thereof may be removed, for or without cause, by the vote of the holders of a majority of the shares then entitled to vote at an election of the Directors.

Section 4 - Vacancies. In case of the death or resignation of one or more of the Directors, a majority of the remaining Directors may fill the resulting vacancy or vacancies until the successor or successors are elected at the next Annual Meeting of the Shareholders. If no Directors remain, then any vacancies may be filled by election by the Shareholders.

Section 5 - Compensation. Directors shall not receive compensation for their services as such, but the Directors may authorize the payment of Directors' fees and reimbursement of expenses of attendance: provided, that nothing herein contained shall be construed to preclude any Director from receiving compensation for services to the Corporation in any other capacity.

#### ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1 - Annual Meetings. Meetings of the Board shall be held at such times from time to time as the Board may determine and by resolution.

Section 2 - Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any Directors upon written or printed notice served personally on each Director or by mail or telegraph to his or her address as it appears upon the records of the Corporation.

Section 3 - Notice. Unless waived, notice of any Special Meeting shall be given at least five (5) days previously thereto by written notice delivered personally, by telegram or mailed to each Director at his or her business address, provided, however, that if the designated meeting place is without the State of Kansas an additional five (5) days' notice shall be given. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company, with all charges prepaid. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any Annual or Special Meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4 - Place of Meeting. Meetings of the Board of Directors shall be held at such place, within or without the State of Kansas, as shall be provided for in the resolution, notice, waiver of notice or call of such meeting, or if not otherwise designated, at 10990 Roe Avenue, Overland Park, Kansas.

Section 5 - Quorum. Except as may be otherwise specifically provided by statute, by the Articles of Incorporation or by these Bylaws, a majority of the total number of Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors; provided, however, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6 - Actions of the Board of Directors without a Meeting. Any action which is required to be or may be taken at a meeting of the Directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Directors. Such consents shall have the same force and effect as a unanimous vote of the Directors at a meeting duly held, and may be stated as such in any certificate or document filed under the "General Corporation Code." The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

Section 7 - Meetings by Conference Telephone. Members of the Board of Directors or of any committee designated by the Board of Directors may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment as long as all persons participating in the meeting can hear each other person; participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 8 - Committees. A majority of the Directors may authorize and designate, from time to time or on a regular basis, two or more Directors to constitute a committee which shall have and exercise all of the authority of the Board of Directors in the management of the Corporation.

#### ARTICLE V OFFICERS

Section 1 - Number. The Officers of the Corporation shall consist of a President and a Secretary. The Board of Directors may also elect a Chairman of the Board, one or more Vice Presidents (one of whom may be designated or elected the Executive Vice President), a Treasurer, an Assistant Secretary and Assistant Treasurer. Any two or more offices (except President and Secretary) may be held by the same person. All Officers of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the property and affairs of the Corporation as may be provided in these Bylaws or as are established by resolution of the Board of Directors.

Section 2 - Election and Term of Office. The Officers of the Corporation shall be elected by the Board of Directors at the First Meeting of the Board of Directors and annually thereafter at the Annual Meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, it shall be held as soon thereafter as may be convenient. Each Officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 3 - Vacancies. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other reason or if any Officer of the corporation, in the judgment of the Board of Directors, is unable to perform the duties of his or her office for any reason, the Board of Directors may choose a successor to fill such vacancy or may delegate the duties of any such vacant office to any other Officer or to any Director of the Corporation f o r the unexpired portion of the term.

Section 4 - Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

Section 5 - The Chairman of the Board. When elected, the Chairman of the Board shall be the principal executive officer of the Corporation; he or she shall preside at meetings of the Board of Directors and of the Shareholders, and, subject to the direction and control of the Board of Directors, he or she shall direct the policy and management of the corporation. He or she shall perform such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chairman of the Board, the President shall have and may exercise all of the powers of the Chairman.

Section 6 - The President. Unless and until the Board of Directors shall have elected a Chairman of the Board, the President shall be the chief executive officer of the Corporation and, subject to the direction and under the supervision of the Board of Directors, shall have general charge of the business, affairs and property of the Corporation and control over its Officers, agents and employees; shall preside at all meetings of the Shareholders and of the Board of Directors at which he or she is present; and shall do and perform such other duties and may exercise such other powers as from time to time may be assigned to h i m or her by these Bylaws or by the Board of Directors.

Section 7 - The Vice President. At the request of the President or in the event of his or her absence, disability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election or designation) shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall have such powers and discharge such duties as may be assigned to him or her from time to time by the President or the Board of Directors.

Section 8 - The Secretary. The Secretary shall keep the minutes of all the meetings of the Shareholders and of the Board of Directors; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the Corporation is affixed to all certificates of stock prior to the issuance thereof and to all documents the execution of which, on behalf of the Corporation, is duly authorized; maintain a complete list of all Shareholders entitled to vote at Shareholders' meetings and have said list available for inspection by any Shareholder who may be present at such meetings; have general charge of the stock transfer books of the Corporation; in general, perform all duties customarily incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 9 - The Treasurer. The Treasurer shall have supervision of the funds, securities, receipts and disbursements of the Corporation; cause all monies and other valuable effects of the Corporation to be deposited in its name and to its credit in such depositories as shall be selected by the Board of Directors or pursuant to authority conferred by the Board of Directors; cause to be kept correct books of account, proper vouchers and other papers pertaining to the Corporation's business at the accounting office of the Corporation; render to the President or the Board of Directors, whenever requested, an account of the financial condition of the Corporation.

Section 10 - The Assistant Secretary and Assistant Treasurer. The Assistant Secretary and Assistant Treasurer (or in the event there be more than one Assistant Secretary or Assistant Treasurer, in the order of their seniority, designation or election) shall, in the absence or disability of the Secretary or Treasurer, respectively, perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such other duties as the President or the Board of Directors shall prescribe.

Section 11 - Salaries. The salaries of the Officers shall be fixed from time to time by the Board of Directors.

#### ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1 - Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf the Corporation, and such authority may be general or confined to specific instances.

Section 2 - Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution from the Board of Directors. Such authority may be general or confined to specific instances.

Section 3 - Checks, Drafts and Other Documents. All checks, drafts and other orders for payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. Endorsement of instruments for deposit to the credit of the Corporation in any of its duly authorized depositories may be made by rubber stamp of the Corporation or in such other manner as the Board of Directors may from time to time determine.

Section 4 - Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

#### ARTICLE VII CERTIFICATES OF STOCK AND THEIR TRANSFER

Section 1 - Certificates of Stock. Certificates representing shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be



signed, manually or by facsimile or otherwise, by the President or Vice President and by the Secretary, Treasurer or Assistant Secretary or Assistant Treasurer and shall be sealed with the Seal of the Corporation. All certificates of stock shall be consecutively numbered. The name of the person owning the shares represented thereby, with the number of shares and the date of issuance, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled.

Section 2 - Lost Certificates. In the event a certificate of stock is allegedly lost, stolen or destroyed, the Corporation may issue a new certificate. The Corporation may require the owner of such certificate to give a good and sufficient bond to indemnify the Corporation against it on account of the alleged loss, theft or destruction, or the issuance of the new certificate.

Section 3 - Transfer of Shares. Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his or her attorney, thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed owner thereof for all purposes as regards the Corporation.

Section 4 - Treasury Stock. All issued and outstanding stock of the Corporation that may be purchased or otherwise acquired by the Corporation shall be Treasury Stock, and the Directors of the Corporation shall be vested with authority to resell said shares for such price and to such person or persons as the Board of Directors may determine. Such stock shall neither vote nor participate in dividends while held by the Corporation.

#### ARTICLE VIII DIVIDENDS

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and the Corporation's Articles of Incorporation.

#### ARTICLE IX SEAL

The Corporation shall have a corporate seal which shall have inscribed around the circumference thereof the words, "Yellow Relocation Services, Inc." and elsewhere thereon shall bear the words, "Corporate Seal." The corporate seal may be affixed by impression or may be by facsimile.

#### ARTICLE X WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of these Bylaws, of the Articles of Incorporation or of "The General and Business Corporation Code of Kansas," waiver of such notice in writing, signed by the person or persons entitled thereto,

whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI  
FISCAL YEAR

Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Corporation shall extend from the first day of January to the last day of December of each year, both dates inclusive.

ARTICLE XII  
INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1. The Corporation shall 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 (including any action or suit by or in the right of the Corporation) by reason of the fact that he is or was a director or officer 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), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such suit, action 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, provided, however, that in the case of an action or suit by or in the right of the Corporation, (a) such person shall be indemnified only to the extent of his expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement thereof and not for any judgments, fines or amounts paid in settlement and (b) 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 to the Corporation unless, and only to the extent that, the Court of Chancery of the State of Delaware or 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 the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 2. Any person who is or was an employee or agent of the Corporation, and who would be entitled to be indemnified by the Corporation under the circumstances set forth in Section 1 of this Article but for the fact that such person is not or was not a director or officer of the Corporation, may be indemnified by the Corporation (but shall not be entitled to be indemnified by the Corporation) in a specific case to all or part of the extent set forth in Section 1 of this Article, if the Board of Directors determines that it is in the best interests of the Corporation to grant such indemnity. Authorization for such indemnity shall be determined by majority vote of a quorum of the Board of Directors.

Section 3. To the extent that a director, officer, 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 Section 1 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.

Section 4. Any indemnification hereunder (unless required by law or order 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 this Article. 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 stockholders of the Corporation.

Section 5. The indemnification and advancement of expenses provided herein shall not be deemed exclusive of any other rights to which those indemnified or advanced expenses may be entitled under any statute, bylaw, agreement, vote of stockholders 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.

Section 6. The Corporation may 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 the General Corporation Law of the State of Delaware or of these Bylaws.

Section 7. The Corporation's indemnity 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, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Corporation or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Section 8. For the purposes of this Article, references to "the Corporation" include any subsidiary or affiliated corporation and all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

Section 9. For purposes of this Article references to "other enterprises" shall include entities of any kind, including associations, rate bureaus, conferences and employee benefit

plans; references to "fines" to shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries: and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article.

Section 10. Nothing contained in this Article XII, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to law, either as a matter of public policy, or under the provisions of the Federal Securities Act of 1933, the Securities Exchange Act of 1934, or any other applicable state or federal law.

Section 11. 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 upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this bylaw.

ARTICLE XIII  
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted at any Annual Meeting or Special Meeting of the Board of Directors called for that purpose. The Board of Directors may adopt emergency Bylaws as provided by law.

These Bylaws are hereby adopted this 28/th/ day of March, 1989.

/s/ DANIEL L. HORNBECK

-----  
Sole Incorporator



NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT ALL CORPORATIONS State Form 26276 (R /1-88)	Provided by: EVAN BAYH Indiana Secretary of State Room 155, State House Indianapolis, Indiana 46204 (317) 232-6576
Present original and 2 copies	Indiana Code 23-1-24-2 (for profit-corporations) Indiana Code 23-7-1. 1-53 (non-profit corporations) NO FILING FEE

STATEMENTS BY REGISTERED AGENT OR CORPORATION

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This statement is a representation that the new registered agent has consented to the appointment as registered agent, or statement attached signed by registered agent giving consent to act as the new registered agent.

After the change or changes are made, the street address of this corporation's registered agent and the address of its registered office will be identical.

The resident agent filing this statement of change of the registered agent's business street address has notified the represented corporation in writing of the change, and the notification was manually signed or signed in facsimile.

IN WITNESS WHEREOF, the undersigned being the (Registered Agent)  
\_\_\_\_\_ of said corporation executes this notice and  
\_\_\_\_\_  
verifies, subject to penalties of perjury, that the statements contained  
herein are true, this 19th day of October, 1995.

-----

Signature	Printed Name
//s// ROBERT L. RICHARDSON	Robert Richardson

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State of Indiana  
Office of the Secretary of State

CERTIFICATE OF ASSUMED BUSINESS NAME

of

MEGASYS, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

MERIDIAN IQ

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, July 02, 2003.

[SEAL]  
THE STATE OF INDIANA

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 2, 2003.

/s/ TODD ROKITA  
-----  
TODD ROKITA,  
SECRETARY OF STATE

[SEAL]  
THE STATE OF INDIANA

CERTIFICATE OF ASSUMED BUSINESS NAME  
(All Corporations)  
State Form 30353 (R8 / 9-97)  
State Board of Accounts Approved 1995

-----  
SUE ANNE GILROY  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576  
-----

INSTRUCTIONS:

Indiana Code 23-15-1-1, et seq.

- |  |  |
|--|--|
| 1. This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located. | FILING FEES PER CERTIFICATE:<br>For-Profit Corporation, Limited Liability Company, Limited Partnership \$30.00<br>Not-For-Profit Corporation \$25.00<br>Certificate - Additional \$15.00 |
| 2. FEES ARE PER ASSUMED NAME. Please make check or money order payable to:<br>Indiana Secretary of State                                     |  |

Please TYPE or PRINT.

- 
- |   |   |
|---|---|
| 1. Name of Corporation, LLC, or LP<br><br>MegaSys, Inc. | 2. Date of incorporation / admission<br><br>1/18/89 |
|---|---|
- 

3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana. If no office in Indiana, then state current registered address (street address)

CT Corporation System, 36 Pennsylvania St., Suite 700

City, state and ZIP code

Indianapolis, IN 46204

- 
4. Assumed business name(s) (\$30.00 per name)

Meridian IQ

- 
5. Principal office address of the Corporation, LLC, LP (street address)

10990 Roe Avenue

City, state and ZIP code

Overland Park, KS 66211

- 
- |              |                 |
|--------------|-----------------|
| 6. Signature | 7. Printed name |
|--------------|-----------------|

//s// Michelle Russell

Michelle A. Russell,  
Secretary, MegaSys, Inc.

-----  
STATE OF Kansas  
COUNTY OF Johnson

Subscribed and sworn or attested to before me, this 2nd day of May, 2003

-----  
Notary Public

//S// Connie L. Chambers

-----  
My Notarial Commission Expires: My County of Residence is:

11/01/03

Johnson

-----  
This instrument was prepared by:

Michelle Russell, Secretary, MegaSys, Inc.



Effective August 10, 2002

AMENDED AND RESTATED  
CODE OF BY-LAWS  
OF  
MEGASYS, INC.

ARTICLE 1  
Identification, Records, Seal and Fiscal Year

Section 1.01. Name. The name of the Corporation is MegaSys, Inc. (the "Corporation").

Section 1.02. Place of Keeping Corporate Books and Records. The Corporation shall keep at its principal office a copy of (a) its Articles of Incorporation and all amendments thereto currently in effect (the "Articles"); (b) its Code of By-Laws and all amendments thereto currently in effect (the "By-Laws"); (c) resolutions adopted by the Board of Directors (the "Board") with respect to one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to these resolutions are outstanding; (d) minutes of all meetings of the shareholders of the Corporation (the "Shareholders") and records of all actions taken by the Shareholders without a meeting (collectively, "Shareholders Minutes") for the prior three years; (e) all written communications by the Corporation to the Shareholders including the financial statements furnished by the Corporation to the Shareholders for the prior three years; (f) a list of the names and business addresses of the current directors of the Corporation (the "Directors") and the current officers of the Corporation (the "Officers"); and (g) the most recent Annual Report of the Corporation as filed with the Secretary of State of Indiana. The Corporation shall also keep and maintain at its principal office, or at such other place or places within or without the State of Indiana as may be provided, from time to time, in these By-Laws, (a) minutes of all meetings of the Board and of each committee, and records of all actions taken by the Board and by each committee without a meeting; (b) Shareholders Minutes; (c) appropriate accounting records of the Corporation; and (d) a record of the Shareholders in a form that permits preparation of a list of the names and addresses of all Shareholders, in alphabetical order by class of shares, stating the number and class of shares held by each Shareholder. All of the records of the Corporation described in this Section shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

Section 1.03. Seal. The Board may designate the design and cause the Corporation to obtain and use a corporate seal, but the failure of the Board to designate a seal or the absence of the impression of the corporate seal from any document does not affect in any way the validity or effect of such document.

Section 1.04. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January in each year and end on the last day of December in the same year.

ARTICLE 2  
Shares

Section 2.01. Certificates for Shares. Each holder of the shares of the Corporation shall be entitled to a certificate in such form as the Board may prescribe from time to time. However, unless the Articles provide otherwise, the Board may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the Shareholder a written statement of the information required on certificates by the Indiana Business Corporation Law, as amended from time to time (the "Act"), and the information required by the Indiana Uniform Commercial Code, as in effect from time to time. A holder of such shares may request that a certificate be provided to him by giving notice to the Secretary of the Corporation. The certificate shall be provided in the form prescribed by the Board.

Section 2.02. Transfer of Shares. The shares of the Corporation shall be transferable only on the books of the Corporation upon delivery to the Corporation of the certificate(s) representing the same or, in the case of shares without certificates, an instrument of assignment in respect of the shares being transferred, in form and substance satisfactory to the Corporation, properly endorsed by the registered holder or by his duly authorized attorney, such endorsement or endorsements to be witnessed by one witness or guaranteed by a bank or registered securities broker or dealer. The requirement for such witnessing may be waived in writing upon the form of endorsement by the President of the Corporation. Within a reasonable time after the transfer of shares without certificates, the Corporation shall send the Shareholder a written statement of the information required by Section 2.01 of these By-Laws.

Section 2.03. Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate for shares in the place of any certificate theretofore issued and alleged to have been lost, stolen or destroyed, but the Board may require the owner of such lost, stolen or destroyed certificate, or his legal representative, to furnish affidavit as to such loss, theft or destruction and to give a bond in such form and substance, and with such surety or sureties, with fixed or open penalty, as it may direct to indemnify the Corporation against any claim that may be made on account of the alleged loss, theft or destruction of such certificate. A new certificate may be issued without requiring any bond when, in the judgment of the Board, it is not imprudent to do so.

Section 2.04. Issue and Consideration for Shares. The Board may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. If shares are issued for promissory notes or for promises to render services in the future, the Corporation shall report in writing to the Shareholders the number of shares authorized to be so issued with or before the notice of the next Shareholders' meeting. However, if the Corporation is subject to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), these reporting requirements are satisfied by complying with the proxy

disclosure provisions of the Exchange Act. The adequacy of the consideration is to be determined by the Board, and that determination is conclusive insofar as the adequacy of the shares relates to whether the shares are validly issued, fully paid, and nonassessable. Once the Corporation receives the consideration for which the Board authorized the issuance of the shares, the shares are fully paid and nonassessable.

### ARTICLE 3 Meetings of Shareholders

Section 3.01. Place of Meetings. All meetings of Shareholders shall be held at the principal office of the Corporation or at such other place, within or without the State of Indiana, as may be specified in the respective notices or waivers of notice thereof.

Section 3.02. Annual Meeting. The annual meeting of the Shareholders for the election of Directors, and for the transaction of such other business as may properly come before the meeting, shall be held at 9:00 a.m. on the first day of March of each year, if such day is not a legal holiday, and if a holiday then on the first following day that is not a legal holiday. Failure to hold the annual meeting at the designated time shall not work any forfeiture or a dissolution of the Corporation.

Section 3.03. Special Meetings. Special meetings, for any purpose or purposes (unless otherwise prescribed by law), may be called by the Board or the President, and shall be called by the President or any Vice President at (a) the request in writing of a majority of the Board, or (b) at the written demand, delivered to the Secretary, of Shareholders holding of record not less than 25% of the voting power of all the shares of the Corporation issued and outstanding and entitled by the Articles to vote on the business proposed to be transacted thereat. All requests or demands for special meetings shall state the purpose or purposes thereof, and the business transacted at such meeting shall be confined to the purposes stated in the call and matters germane thereto.

Section 3.04. Record Date. The Board may fix a record date, not exceeding seventy (70) days prior to the date of any meeting of the Shareholders, for the purpose of determining the Shareholders entitled to notice of and to vote at such meeting. In the absence of action by the Board fixing a record date as herein provided, the record date shall be the fourteenth (14th) day prior to the date of the meeting. A new record date must be fixed if a meeting of Shareholders is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 3.05. Notice of Meetings. A written or printed notice, stating the place, day and hour of the meeting, and, in the case of a special meeting or when otherwise required by any provision of the Act, the Articles or these By-Laws, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary or by the persons calling the meeting to each Shareholder at the time entitled to vote, at such address as appears on the records of the Corporation, at least ten (10) and not more than sixty (60) days before the date of the meeting. Notice of any special meeting called at the written demand of Shareholders shall be delivered or mailed within sixty (60) days of the Secretary's receipt of such demand. Each Shareholder who has in the manner provided in

Section 3.06 of these By-Laws waived notice of a Shareholders' meeting, or who personally attends a Shareholders' meeting, or is represented thereat by a proxy duly authorized to appear by an instrument of proxy complying with the requirements hereinafter set forth, shall be conclusively presumed to have been given due notice of such meeting.

Section 3.06. Waiver of Notice. Notice of any annual or special meeting may be waived in writing by any Shareholder, before or after the date and time of the meeting specified in the notice thereof, by a written waiver delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Shareholder's attendance at any meeting in person or by proxy shall constitute a waiver of (a) notice of such meeting, unless the Shareholder at the beginning of the meeting objects to the holding of or the transaction of business at the meeting, and (b) consideration at such meeting of any business that is not within the purpose or purposes described in the meeting notice, unless the Shareholder objects to considering the matter when it is presented.

Section 3.07. Proxies. A Shareholder entitled to vote at any meeting may vote either in person or by proxy executed in writing by the Shareholder or a duly authorized attorney-in-fact of such Shareholder. For purposes of this Section, a proxy granted by telegram, telex, telecopy or other document transmitted electronically for or by a Shareholder shall be deemed "executed in writing by the Shareholder." The general proxy of a fiduciary shall be given the same effect as the general proxy of any other shareholder. No proxy shall be valid after eleven months from the date of its execution unless a longer or shorter time is expressly provided therein. An appointment of a proxy is revocable by a Shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

Section 3.08. Quorum. At any meeting of Shareholders, the holders of a majority of the outstanding shares which may be voted on the business to be transacted at such meeting, represented thereat in person or by proxy, shall constitute a quorum, and a majority vote of such quorum shall be necessary for the transaction of any business by the meeting, unless a greater number is required by law, the Articles or these By-Laws. In case a quorum shall not be present at any meeting, the holders of record of a majority of such shares so present in person or by proxy may adjourn the meeting from time to time, without notice, other than announcement at the meeting, unless the date of the adjourned meeting requires that the Board fix a new record date therefore, in which case notice of the adjourned meeting shall be given. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally scheduled.

Section 3.09. Shareholder List. The Secretary shall prepare before each meeting of Shareholders a complete list of the Shareholders entitled to notice of such meeting, arranged in alphabetical order by class of shares (and each series within a class), and showing the address of, and the number of shares entitled to vote held by, each Shareholder (the "Shareholder List"). Beginning five business days before the meeting and continuing throughout the meeting, the Shareholder List shall be on file at the

principal office or at a place identified in the meeting notice as the city where the meeting will be held, and shall be available for inspection by any Shareholder entitled to vote at the meeting. On written demand, made in good faith and for a proper purpose and describing with reasonable particularity the Shareholder's purpose, and if the Shareholder List is directly connected with the Shareholder's purpose, a Shareholder (or such Shareholder's agent or attorney authorized in writing) shall be entitled to inspect and to copy the Shareholder List, during regular business hours and at the Shareholder's expense, during the period the Shareholder List is available for inspection. The original stock register or transfer book, or a duplicate thereof kept in the State of Indiana, shall be the only evidence as to who are the Shareholders entitled to examine the Shareholder List, or to notice of or to vote at any meeting.

Section 3.10. Meeting by Telephone, etc. Any or all of the Shareholders may participate in a meeting by or through the use of any means of communication by which all Shareholders participating may simultaneously hear each other during the meeting. A Shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3.11. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Shareholders may be taken without a meeting if the action is taken by all the Shareholders entitled to vote on the action. The action must be evidenced by one (1) or more written consents describing the action taken, signed by all the Shareholders entitled to vote on the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Action taken under this Section is effective when the last Shareholder signs a written consent, unless the consent specifies a different prior or subsequent effective date.

#### ARTICLE 4 Board of Directors

Section 4.01. Duties and Number. The business and affairs of the Corporation shall be managed under the direction of a Board of three (3) Directors.

Section 4.02. Election, Term of Office and Qualification. Directors shall be elected at each annual meeting by the Shareholders entitled by the Articles to elect Directors. Directors shall be elected for a term of one year and shall hold office until their respective successors are elected and qualified. Directors need not be residents of the State of Indiana or Shareholders of the Corporation. No decrease in the number of Directors at any time provided for by these By-Laws shall have the effect of shortening the term of any incumbent director.

Section 4.03. Powers of Directors. The Board shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Articles, or these By-Laws.

Section 4.04. Annual Meeting. Unless otherwise determined by the President or the Board, the Board shall meet each year immediately after the annual meeting of the

Shareholders, at the place where such meeting of the Shareholders has been held, for the purpose of organization, election of Officers, and consideration of any other business that may properly be brought before the meeting. No notice shall be necessary for the holding of this annual meeting. If such meeting is not held as above provided, the election of Officers may be held at any subsequent duly constituted meeting of the Board.

Section 4.05. Regular Board Meetings. Regular meetings of the Board may be held at stated times or from time to time, and at such place, either within or without the State of Indiana, as the Board may determine, without call and without notice.

Section 4.06. Special Board Meetings. Special meetings of the Board may be called at any time or from time to time, and shall be called on the written request of at least two Directors or the President, by causing the Secretary or any Assistant Secretary to give to each Director, either personally or by mail, telephone, telegraph, teletype or other form of wire or wireless communication at least two days' notice of the date, time and place of such meeting. Special meetings shall be held at the principal office or at such other place, within or without the State of Indiana, as shall be specified in the respective notices or waivers of notice thereof. A Director may waive notice of any special meeting of the Board before or after the date and time stated in the notice by a written waiver signed by the Director and filed with the minutes or corporate records. A Director's attendance at or participation in a special meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 4.07. Meeting by Telephone, etc. Any or all of the members of the Board or of any committee designated by the Board may participate in a meeting of the Board or the committee, or conduct a meeting through the use of, any means of communication by which all persons participating may simultaneously hear each other during the meeting, and participation in a meeting using these means constitutes presence in person at the meeting.

Section 4.08. Quorum. At all meetings of the Board, a majority of the number of Directors designated for the full Board shall be necessary to constitute a quorum for the transaction of any business, except (a) that for the purpose of filling of vacancies of the Board a majority of Directors then in office shall constitute a quorum, and (b) that a lesser number may adjourn the meeting from time to time until a quorum is present. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law, the Articles or these By-Laws.

Section 4.09. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board or of such committee. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each member of the Board or of the committee, and included in the minutes or

filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last member of the Board or of the committee signs a written consent, unless the consent specifies a different prior or subsequent effective date.

Section 4.10. Resignations. Any Director may resign at any time by delivering written notice to the Board, its Chairman, the President, or the Secretary. Such resignation shall take effect when the notice is delivered unless the notice specifies a later effective date. If the resignation specifies a later effective date, the Board may fill the pending vacancy before the effective date, but the new Director may not take office until the vacancy occurs.

Section 4.11. Removal. Any Director may be removed, with or without cause, at any meeting of the Shareholders by the affirmative vote of a majority in number of shares of the Shareholders of record present in person or by proxy and entitled to vote for the election of Directors, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If the notice calling such meeting shall so provide, the vacancy caused by such removal may be filled at such meeting by vote of the holders of a majority of the outstanding shares present and entitled to vote for the election of Directors.

Section 4.12. Vacancies. Any vacancy occurring in the Board, including a vacancy resulting from an increase in the number of Directors, may be filled by the Board, or if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. Each Director so chosen shall hold office until the expiration of the term of the Director, if any, whom he has been chosen to succeed, or, if none, until the expiration of the term designated by the Board for the directorship to which he has been elected, or until his earlier removal, resignation, death, or other incapacity.

Section 4.13. Compensation of Directors. The Board is empowered and authorized to fix and determine the compensation of Directors for attendance at meetings of the Board and additional compensation for such additional services any of such Directors may perform for the Corporation.

Section 4.14. Interest of Directors in Contracts. Any contract or other transaction between the Corporation and (a) any Director, or (b) any corporation, unincorporated association, business trust, estate, partnership, trust, joint venture, individual or other legal entity ("Legal Entity") (1) in which any Director has a material financial interest or is a general partner, or (2) of which any Director is a director, officer or trustee (collectively, a "Conflict Transaction"), shall be valid for all purposes, if the material facts of the Conflict Transaction and the Director's interest were disclosed or known to the Board, a committee with authority to act thereon, or the Shareholders entitled to vote thereon, and the Board, such committee, or such Shareholders authorized, approved, or ratified the Conflict Transaction. A Conflict Transaction is authorized, approved or ratified:

(a) By the Board or such committee, if it receives the affirmative vote of a majority of the Directors who have no interest in the Conflict Transaction, notwithstanding the fact that such majority may not constitute a quorum or a majority of the Board or such committee or a majority of the Directors present at the meeting, and notwithstanding the presence or vote of any Director who does have such an interest: provided, however, that no Conflict Transaction may be authorized, approved or ratified by a single Director: or

(b) By such Shareholders, if it receives the vote of a majority of the shares entitled to be counted, in which vote shares owned or voted under the control of any director who, or of any Legal Entity that, has an interest in the Conflict Transaction may be counted.

This Section shall not be construed to require authorization, ratification or approval by the Shareholders of any Conflict Transaction, or to invalidate any Conflict Transaction that would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE 5  
Committees  
of the Board of Directors

Section 5.01. Creation of Committees. The Board may create one (1) or more committees and appoint members of the Board to serve on them. Each committee may have one (1) or more members, who serve at the pleasure of the Board. The creation of a committee and appointment of members to it must be approved by the greater of: (a) a majority of all the Directors in office when the action is taken; or (b) the number of Directors required by the Articles or these By-Laws to take action under the Act.

Section 5.02. Powers of the Committees. To the extent specified by the Board, each committee may exercise the authority of the Board. A committee may not, however (a) authorize distributions, except a committee (or an executive officer of the Corporation designated by the Board) may authorize or approve a reacquisition of shares or other distribution if done according to a formula or method, or within a range, prescribed by the Board: (b) approve or propose to Shareholders action that the Act requires to be approved by Shareholders; (c) fill vacancies on the Board or on any of its committees: (d) except to the extent permitted by Subsection (g) of this Section 5.02, amend the Articles; (e) adopt, amend, or repeal these By-Laws; (f) approve a plan of merger not requiring Shareholder approval; or (g) authorize or approve the issuance or sale or a contract for sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except the Board may authorize a committee (or an executive officer designated by the Board) to take the action described in this Subsection (g) within limits prescribed by the Board.

Section 5.03. Meetings; Procedure; Quorum. Sections 4.05 through 4.09 of these By-Laws dealing with meetings, action without a meeting, notice and waiver of notice,



and quorum and voting requirements of the Board apply to the committees and their members as well.

## ARTICLE 6 Officers

Section 6.01. Number. The Officers of the Corporation shall consist of the President, one (1) or more Vice-Presidents (if any), the Secretary, the Treasurer, and such other officers as may be chosen by the Board at such time and in such manner and for such terms as the Board may prescribe. Any two (2) or more offices may be held by the same person.

Section 6.02. Election and Term of Office. The Officers shall be chosen by the Board or by an Officer duly elected or appointed and duly authorized by the Board. Each Officer shall hold office until his successor is chosen and qualified, until his death, until he shall have resigned, or shall have been removed pursuant to Section 6.04 of these By-Laws.

Section 6.03. Resignations. Any Officer may resign at any time by delivering written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

Section 6.04. Removal. Any Officer may be removed either with or without cause, at any time, by the vote of a majority of the actual number of Directors elected and qualified from time to time, or by the Officer who appointed that Officer.

Section 6.05. Vacancies. Whenever any vacancy shall occur in any office, the same shall be filled by the Board, the President, or by an Officer duly appointed by the Board, and the Officer so chosen shall hold office during the remainder of the term for which his predecessor was chosen or as otherwise provided herein.

Section 6.06. President. Subject to the general control of the Board, the President shall manage and supervise all the affairs and personnel of the Corporation and shall discharge all the usual functions of the chief executive officer of a corporation. He shall preside at all meetings of Shareholders and Directors, discharge all the duties which devolve upon a presiding officer, and shall exercise and perform such other powers and duties as these By-Laws or the Board may prescribe. The President shall have full authority to execute proxies in behalf of the Corporation, to vote stock owned by it in any other corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation, all subject to the provisions of the Act, the Articles and these By-Laws.

Section 6.07. Vice-Presidents. The Vice-Presidents, in the order designated by the President or the Board, shall exercise and perform all powers of, and perform duties

incumbent upon, the President during his absence or disability and shall exercise and perform such other powers and duties as these By-Laws, the Board or the President may prescribe.

Section 6.08. Secretary. The Secretary shall attend all meetings of the Shareholders and of the Board, and shall keep or cause to be kept in a book provided for the purpose of a true and complete record of the proceedings of such meetings, and shall perform a like duty, when required, for all committees created by the Board. He shall authenticate the records of the Corporation when necessary and shall exercise and perform such other powers and duties as these By-Laws, the Board or the President may prescribe. He shall give all notices of the Corporation and, in case of his absence, negligence, or refusal to do so, any notice may be given by a person so directed by the President or by the requisite number of Directors or Shareholders upon whose request the meeting is called as provided by these By-Laws.

Section 6.09. Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. He shall be the legal custodian of all moneys, notes, securities and other valuables that may from time to time come into the possession of the Corporation. He shall immediately deposit all funds of the Corporation coming into his hands in some reliable bank or other depository to be designated by the Board, and shall keep such bank account in the name of the Corporation. He shall furnish at meetings of the Board, or whenever requested thereby, a statement of the financial condition of the Corporation, and shall exercise and perform such other powers and duties as these By-Laws, the Board or the President may prescribe. The Treasurer may be required to furnish bond in such amount as shall be determined by the Board.

Section 6.10. Assistance Officers. The Board or an Officer duly appointed by the Board may from time to time designate assistant Officers who shall exercise and perform such powers and duties as the Officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as these By-Laws, the Board or the President may prescribe. An Assistant Secretary may, in the absence or disability of the Secretary, attest the execution of all documents by the Corporation.

Section 6.11. Delegation of Authority. In case of the absence of any Officer of the corporation, or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such Officer to any other Officer or to any director, for the time being.

Section 6.12. Salaries. The salaries of the Officers shall be fixed, from time to time, by the Board of Directors. No Officer shall be prevented from receiving such salary by reason of the fact he is also a Director of the Corporation.

ARTICLE 7  
Negotiable Instruments, Deeds, Contracts,  
stock and Limitation of Liability

Section 7.01. Execution of Negotiable Instruments. All checks, drafts, bills of exchange and orders for the payment of money by the Corporation shall, unless otherwise directed by the Board, or unless otherwise required by law, be signed by at least one (1) of the following Officers: the President, any Vice-President, the Secretary or the Treasurer. The Board may, however, designate any other employee or employees of the Corporation, who may, in the name of the Corporation, execute checks, drafts, bills of exchange and orders for the payment of money by the Corporation or in its behalf.

Section 7.02. Execution of Deeds, Contracts. Etc. All deeds, notes, bonds and mortgages made by the Corporation and all other written contracts and agreements, other than those executed in the ordinary course of corporate business, to which the Corporation shall be a party shall be executed in its name by the President, a Vice-President or by any other Officer so authorized by the Board, acting by resolution; and the Secretary, when necessary or required, shall attest the execution thereof.

Section 7.03. Ordinary Contracts and Agreements. All written contracts and agreements into which the Corporation enters in the ordinary course of business operations shall be executed by any Officer or by any other employee of the Corporation designated by the President to execute such contracts and agreements.

Section 7.04. Endorsement of Certificates for Shares. Unless otherwise directed by the Board, any share or shares issued by any corporation and owned by the Corporation (including reacquired shares of the Corporation) may, for sale or transfer, be endorsed in the name of the Corporation by the President or a Vice-President, and the Secretary, when necessary or required, shall attest such endorsement.

Section 7.05. Voting of Shares Owned by Corporation. Unless otherwise directed by the Board, any share or shares issued by any other corporation and owned or controlled by the Corporation may be voted at any shareholders' meeting of such other corporation by the President of the Corporation, or in his absence by a Vice President of the Corporation. Whenever, in the judgment of the President, it is desirable for the Corporation to execute a proxy or give a shareholder's consent in respect to any share or shares issued by any other corporation and owned by the Corporation, such proxy or consent shall be executed in the name of the Corporation by the President or a Vice President of the Corporation. Any person or persons designated in the manner above stated as the proxy or proxies of the Corporation shall have full right, power and authority to vote the share or shares issued by such other corporation and owned by the Corporation in the same manner as such share or shares might be voted by the Corporation.

Section 7.06. Limitation of Liability. The following provisions apply with respect to liability on the part of a director, a member of any committee or of another committee appointed by the board (an "Appointed Committee"), Officer, employee or agent of the Corporation (collectively, "Corporate Persons," and individually, a "Corporate Person") for any loss or damage suffered on account of any action taken or omitted to be taken by a Corporate Person.

(a) General Limitation. No Corporate Person shall be liable for any loss or damage if, in taking or omitting to take any action causing such loss or damage, either (1) such Corporate Person acted (A) in good faith, (B) with the care an ordinarily prudent person in a like position would have exercised under similar circumstances, and (C) in a manner such Corporate Person reasonably believed was in the best interests of the Corporation, or (2) such Corporate Person's breach of or failure to act in accordance with the standards of conduct set forth in Clause (a)(1) above (the "Standards of Conduct") did not constitute willful misconduct or recklessness.

(b) Reliance on Corporate Records and Other Information. Any Corporate Person shall be fully protected, and shall be deemed to have complied with the Standards of Conduct, in relying in good faith, with respect to any information contained therein, upon (1) the Corporation's records, or (2) information, opinions, reports or statements (including financial statements and other financial data) prepared or presented by (A) one or more other Corporate Persons whom such Corporate Person reasonably believes to be competent in the matters presented, (B) legal counsel, public accountants or other persons as to matters that such Corporate Person reasonably believes are within such person's professional or expert competence, (C) a committee or an Appointed Committee, of which such Corporate Person is not a member, if such Corporate Person reasonably believes such committee or Appointed Committee merits confidence, or (D) the Board, if such Corporate Person is not a Director and reasonably believes that the Board merits confidence.

Section 7.07. 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 Article.

#### ARTICLE 8 Amendments

Section 8.01. Amendment of By-Laws. The power to make, alter, amend or repeal these By-Laws is vested in the Board, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board of Directors at the time of such action shall be necessary to take any action for the making alteration, amendment or repeal of these By-Laws.

## ARTICLES OF INCORPORATION

OF

MISSION SUPPLY COMPANY

The undersigned natural person of the age of eighteen (18) years or more for the purpose of forming a corporation under the "General Corporation Code of Kansas," adopts the following Articles of Incorporation.

## ARTICLE I

The name of the corporation is:

MISSION SUPPLY COMPANY

## ARTICLE II

The address of the corporation's initial registered office in the State of Kansas is 10990 Roe Avenue, Overland Park, Johnson County, Kansas 66207; and the name of said corporation's initial registered agent at such address is Philip B. Green.

## ARTICLE III

The aggregate number of shares, including all classes of stock, which the corporation shall have authority to issue is Ten Thousand (10,000) shares, all of which shall be common stock of \$1.00 par value.

## ARTICLE IV

No holder of common shares of this corporation shall be entitled as of right to subscribe for, purchase, or receive any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or of any bonds, debentures, or other securities convertible into stock of any class, and all such additional shares of stock, bonds, debentures or other securities convertible into stock may be issued and disposed of by the Board of Directors to such person or persons and on such terms and for such consideration (so far as may be permitted by law) as the Board of Directors, in their absolute discretion, may deem advisable.

## ARTICLE V

The names and places of residence of the incorporator is as follows:

NAME	MAILING ADDRESS
- ----	-----
Philip B. Green	10990 Roe Avenue Overland Park, Kansas 66207

#### ARTICLE VI

The Board of Directors of the corporation shall consist of four (4) persons.

#### ARTICLE VII

The duration of the corporation is perpetual.

#### ARTICLE VIII

The nature of the business and the objects and purposes for which the corporation is formed is to engage in any lawful act or activity for which corporation may be organized under the General Corporation Code, including by way of elaboration and not of limitation, all of the hereinafter mentioned things, to-wit:

(1) To buy or otherwise acquire, own, hold, develop, lease, sell, operate, or otherwise dispose of and to mortgage or otherwise encumber real property and personal property of all kinds, and without limitation thereon.

(2) To borrow money and for such purpose, to execute notes, bonds, debentures, or any other form of evidence of indebtedness and to secure the payment of the same by mortgage, deed of trust, or other form of encumbrance, pledge or other form of hypothecation.

(3) To purchase, acquire, own, hold, sell, assign, transfer or otherwise dispose of, mortgage, pledge or otherwise encumber, shares of stock of this corporation or any other corporation.

(4) To purchase or otherwise acquire, lease, assign, grant, issue, pledge, mortgage, or otherwise dispose of, deal in, and make contracts regarding licenses, franchises, trade-names, trademarks, concessions, inventions, formulae, improvements, processes of any nature whatsoever, copyrights and letters patent of the United States or any foreign countries, and to accept, grant and revoke licenses or franchises granted thereunder.

(5) To purchase, or otherwise acquire, sell, transfer, mortgage, pledge, in any manner dispose of, or deal and trade in, or to manufacture or prepare for market, goods, wares, merchandise, materials, supplies, foodstuffs, beverages and other personal property of all kinds.

(6) To acquire the business, good will, rights and property, permits and licenses, and the whole or any part of the assets and liabilities of any person, firm,

association or corporation; to pay for the same in cash or in stocks or bonds of this corporation, and to conduct in any lawful manner the whole or any part of the business so acquired; and to exercise all powers necessary or convenient in and about the conduct and management of such business.

(7) To acquire by purchase or subscription or in exchange for shares of its own stock or otherwise, and to own, hold, hold for investment, deal in or with, guarantee, secure the payment and satisfaction of, endorse, assign, transfer in trust, pledge, hypothecate, mortgage, or otherwise dispose of shares of stock, voting trust certificates for shares of stock, bonds, coupons, debentures, debenture stock, notes, trust receipts, mortgages, deeds of trust, or any other securities or other obligations or evidences of indebtedness of any person, or of any corporation, organization, firm or association to aid in any manner or any way, any such person, corporation, organization, firm or association whose shares of stock, bonds, coupons, debentures, debenture stock, notes, trust receipts, mortgages, deeds of trust, or any other securities or other obligations or evidences of indebtedness are so held, or in any manner guaranteed by the corporation or otherwise, and to do any other acts or things for the preservation or protection, improvement or enhancement of the value of any such shares of stock, voting trust certificates for shares of stock, bonds, coupons, debentures, debenture stock, notes, trust receipts, mortgages, deeds of trust, and other securities and obligations and evidences of indebtedness or otherwise.

(8) To draw, make, accept, endorse, discount, guarantee, execute and issue promissory notes, bills of exchange, checks, drafts, warrants, bills of lading, warehouse receipts, and all kinds of obligations and certificates of negotiable or transferable instruments.

(9) To issue shares of any class of the capital stock, voting trust certificates for shares of stock, bonds, coupons, debentures, debenture stock, notes, trust receipts, and any other securities and other obligations and evidences of indebtedness of the corporation, for cash, for labor costs, for property, real or personal, or for leases or rentals thereof, or for any combination of any of the foregoing, or in exchange for the stock, voting trust certificates for shares of stock, bonds, coupons, debentures, debenture stock,

notes, trust receipts, or any other securities or other obligations or evidences of indebtedness of any person, firm, association, corporation or organization.

(10) To loan money, and to take notes, trust receipts or other obligations or evidences of indebtedness therefor either without security or secured by debentures, bonds, mortgages, deeds of trust, pledges or otherwise.

(11) To organize or cause to be organized in any state, territory, dependency, province or nation, a corporation or corporations for the purpose of accomplishing any or all of the objects for which the corporation is organized, and to wind up, liquidate, merge, consolidate or dissolve any such corporation or corporations or to cause the same to be wound up, liquidated, merged, consolidated or dissolved.

(12) To enter into, make, perform and carry out contracts of every kind, for any lawful purpose, with any person, corporation, organization, firm or association.

(13) To procure the prosecution, defense and settlement of actions at law or in equity.

(14) To have one or more offices to carry on any or all of its operations and businesses.

(15) To do any and all things hereinbefore set forth, and, in addition, such other acts and things as are necessary convenient or proper for, or incidental to, the attainment of the purposes of the corporation, or any of them; to carry on any other business which can be conveniently carried on in connection with the foregoing; to purchase or otherwise acquire and undertake, all or any part of the business, property, and liability of any persons or corporations carrying on any kind of business which this corporation is authorized to carry on; to enter into partnership, joint enterprise, or into any arrangement for sharing profits, or otherwise cooperate with any person or corporation carrying on, or about to carry on, or any business or transaction capable of being conducted so as, directly or indirectly, to benefit this corporation.

To the end of the foregoing, to have and to exercise all of the powers which may be had and exercised by corporations organized under the "General Corporation Code of Kansas."

(16) 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; and it is intended that the purposes, objects and powers specified in each of the clauses of this Article VIII of these Articles of Incorporation shall, except as otherwise expressly provided, in no way be limited to, restricted by reference to, or inference under the terms of any other clause of this Article or of any other Article of these Articles of Incorporation, but that, except as otherwise expressly provided, each of the purposes, objects and powers specified in this Article and each of the Articles of or clauses of these Articles of Incorporation shall be regarded as independent purposes, objects and powers.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 27th day of October, 1980.

/s/ PHILIP B. GREEN  
-----  
PHILIP B. GREEN

STATE OF KANSAS     )  
                          ) ss.  
COUNTY OF JOHNSON )

On this 27th day of October, 1980, before me, Marie N. McMeans, a Notary Public, personally appeared Philip B. Green, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

                          /s/ MARIE N. MCMEANS  
-----  
Notary Public in and for  
Said County and State

My appointment expires:  
9/1/81

CHANGE OF LOCATION OF REGISTERED OFFICE  
AND/OR  
CHANGE OF RESIDENT AGENT

We, Lloyd C. Brandt Executive Vice President and Philip B. Green Assistant Secretary of MISSION SUPPLY COMPANY a corporation organized and existing under and by virtue of the laws of the State of KANSAS do hereby certify that at a Special meeting of the Board of Directors of said corporation held (Regular or Special)

on the 30th Day of March 1981 the following resolution was duly adopted.

Be it resolved that the Registered Office in the State of Kansas of said corporation be changed from

10990 Roe Ave.,	Overland Park	Johnson	Kansas	66207
(Street and Number)	(Town or City)	(County)	(State)	(Zip Code)

the same being of record in the office of the Secretary of State of Kansas to

First National Bank Building,	c/o The Corporation Company, Inc., Topeka	Shawnee	Kansas	66603
(Street and Number)	(Town or City)	(County)	(State)	(Zip Code)

Be it further resolved that the Resident Agent of said corporation in the State of Kansas be changed from Philip B. Green  
(Individual or Corporation)

10990 Roe Ave.,	Overland Park	Johnson	Kansas	66207
(Street and Number)	(Town or City)	(County)	(State)	(Zip Code)

the same being of record in the office of the Secretary of State of Kansas to

THE CORPORATION COMPANY, INC.  
(Individual or Corporation)

First National Bank Building	Topeka	Shawnee	Kansas	66603
(Street and Number)	(Town or City)	(County)	(State)	(Zip Code)

The President and Secretary are hereby authorized to file and record the same in the manner as required by law.

/s/ LLOYD C. BRANDT  
-----  
Lloyd C. Brandt, Executive Vice-President

/s/ PHILIP B. GREEN  
-----  
Philip B. Green, Asst. Secretary

STATE OF KANSAS

COUNTY OF JOHNSON ss.

Be it remembered, that before me, Carol J. Douglas, a Notary Public in and for (Name of Notary)

the County and State aforesaid, came Lloyd C. Brandt, Executive Vice President and Philip B. Green Assistant Secretary of MISSION SUPPLY COMPANY a corporation, personally known to me to be the persons who executed the foregoing instrument of writing as Executive Vice President and Assistant Secretary respectively, and duly acknowledged the execution of the same this 30th day of March 1981.

/s/ CAROL J. DOUGLAS  
-----  
Notary Public

My commission or appointment expires April 24, 1981.

PLEASE NOTE: This form must be filed in duplicate.

Address of Resident Agent and Registered Office, as set forth above, must be the same.  
The statutory fee for filing is \$20.00 and must accompany this form.

Mail this document, with payment, to:  
SECRETARY OF STATE  
Capitol, 2nd Floor  
Topeka, KS 66612

BY-LAWS  
OF  
MISSION SUPPLY COMPANY

ARTICLE I

GENERAL OFFICE

The general office of this Company shall be 14609 West 106th Street, Lenexa, Kansas, or at such place or places as may hereinafter be designated by the Board of Directors.

ARTICLE II

SHAREHOLDERS' MEETINGS

1. Annual Meeting. The annual meeting of the Shareholders of the Company shall be held at 2:00 p.m. on the second Tuesday in April in each year, providing that if the first Monday in May shall fall on a holiday, then the meeting shall be held on the next following Monday. In the event that such annual meeting is omitted by oversight or otherwise on the date herein provided for, the Board of Directors shall cause a meeting in lieu thereof to be held as soon thereafter as conveniently may be, and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such subsequent meeting shall be called in the same manner as provided for the annual Shareholders' meeting.

2. Special Meetings. Special meetings of the Shareholders shall be held whenever called by the President or by one or more Shareholders who are entitled to vote and who hold a majority in interest of all the capital stock issued and outstanding.

3. Notice and Place of Meetings. Notices of all Shareholders' meetings stating the time, the place and, in case of a special meeting, the purpose for which such meeting is called, shall be delivered or given personally or by mail to each Shareholder not less than ten (10) days nor more than fifty (50) days prior thereto, by or at the direction of the President, Secretary, officer or other person calling the meeting. Shareholders' meetings shall be held at such place, either within or without the State of Kansas, as the Board of Directors, from time to time, shall have determined.

4. Waiver of Notice and Consents. Whenever any notice whatever is required to be given by these By-laws or the Articles of Incorporation of this Company, or any of the corporation laws of the State of Kansas, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Any action of the Company which may be taken at a meeting of Shareholders or Directors may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all the Shareholders or Directors entitled to vote thereon. Such consents shall have the same force and effect as a unanimous vote of the Shareholders or Directors entitled to vote thereon. Such consents shall have the same force and effect as a unanimous vote of the Shareholders or Directors at a meeting duly held, and may be stated as such in any certificate or document filed under the corporation laws of the State of Kansas.

5. Quorum. At any meeting of the Shareholders, a majority in interest of all the capital stock issued and outstanding, represented by Shareholders of record in person or by proxy, shall constitute a quorum; but a less interest may adjourn any meeting, and the meeting may be held as adjourned without further notice; provided, however, that

Directors shall not be elected at meetings so adjourned. When a quorum is present at any meeting, a majority in interest of the stock represented thereat shall decide any question brought before such meetings.

6. Proxy and Voting. Shareholders of record may vote at any meeting either in person or by a signed proxy in writing, which shall be filed with the Secretary before voting. Such proxies shall entitle the holders thereof to vote at any adjournment meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the final expiration of eleven (11) months from the date of its execution unless the Shareholder executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period. Each Shareholder, except as hereinafter otherwise provided, shall be entitled to one vote for each share of stock held by him. At all elections of directors of the Company, each Shareholder shall be entitled to as many votes as shall equal the number of his shares of stock multiplied by the number of Directors to be elected, and he may cast all of such votes for a single Director or he may distribute them among the number to be voted for or any two or more of them, as he may see fit.

### ARTICLE III

#### BOARD OF DIRECTORS

1. Number and Election. A Board of Directors shall be chosen by ballot at the annual meeting of the Shareholders or at any meeting held in place thereof as provided by law. The number of Directors of this Company shall be four. Each Director shall serve until the next annual meeting of the Shareholders and until his successor is

duly elected and qualified. Directors need not be Shareholders in the Company or citizens or residents of the State of Kansas. Directors shall be of legal age.

2. Powers. The Board of Directors shall have the entire management of the business of the Company. In the management and control of the property, business and affairs of the Company, the Board of Directors is hereby vested with all the powers possessed by the Company itself, so far as this delegation of authority is not inconsistent with the laws of the State of Kansas, with the Certificate of Incorporation of the Company or with these By-laws. The Board of Directors shall have power to determine what constitutes net earnings, profits, and surplus, respectively, what amount shall be reserved for working capital and for any other purpose, and what amount shall be declared as dividends, and such determination by the Board of Directors shall be final and conclusive.

3. Meetings. Regular meetings of the Board of Directors shall be held each year immediately following the annual meeting of the Shareholders, and at such other times and places as the Board of Directors by vote may determine, and if so determined, no notice thereof need be given. Special meetings of the Board of Directors may be held at any time or place whenever called by the President, notice thereof being given to each Director by the Secretary or by the persons or an officer calling the meeting, or at any time without formal notice, provided all the Directors are present, or those not present shall at any time waive or have waived notice thereof. Notice of special meetings, stating the time and place thereof, shall be given by mailing the same to each Director at his residence or business address at least three (3) days before the meeting, or by delivering the same to him personally, or telegraphing the same to him at his residence or business

address. Such special meeting shall be held at such time and place as the notice thereof or waiver shall specify. The officers of the Company shall be elected by the Board of Directors at its regular meeting following its election by the Shareholders, and a meeting may be held without notice for this purpose immediately after the annual meeting of the Shareholders and at the same place.

#### ARTICLE IV

##### OFFICERS

1. Number and Election. The officers of this Company shall consist of a President, an Executive Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors shall, from time to time, deem necessary and appoint. All officers shall be elected by a majority of the Board of Directors voting by written ballot.

Any two officers, except those of President and Secretary, may be held by one and the same person at the same time.

2. President. It shall be the duty of the President to manage, conduct and control the business of the Company, subject only to the direction of the Board of Directors. The President shall perform all the duties commonly incident to his office and shall perform such other duties as the Board of Directors may designate.

3. Executive Vice President. It shall be the duty of the Executive Vice President to perform the duties of the President in his absence, sickness or inability to act. The Executive Vice President shall perform such duties as the President may designate.



4. Secretary. It shall be the duty of the Secretary to keep the minutes of the meetings of the Shareholders and of the Board of Directors and to perform such other duties as the Board of Directors may designate.

5. Treasurer. It shall be the duty of the Treasurer to have the charge of and preserve all moneys, bills, notes and assets of the Company, and to perform such other duties as the Board of Directors may designate.

#### ARTICLE V

##### RESIGNATIONS AND REMOVALS

Any Director or officer of the Company may resign at any time by giving written notice to the Company, to the Board of Directors or to the President or to the Secretary of the Company. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Directors.

The Shareholders, at any meeting called for that purpose, by vote of a majority of the stock issued and outstanding, may remove from office any Director or other officer elected or appointed by the Shareholders or Board of Directors, and elect or appoint his successor. The Board of Directors, by vote of not less than a majority of the entire Board, may remove from office any officer or agent elected or appointed by it.

#### ARTICLE VI

##### VACANCIES

If the office of any Director, or officer or agent, becomes vacant by reason of death, resignation, removal, disqualification, or otherwise, the Directors or remaining Directors as the case may be, may by vote of a majority choose a successor or successors who shall hold office for the unexpired term. Vacancies in the Board of Directors may be

filled for the unexpired term by the Shareholders at a meeting called for that purpose, unless such vacancy shall have been filled by the Board of Directors. Vacancies resulting from an increase in the number of Directors may be filled in the same manner.

#### ARTICLE VII

##### TRANSFER OF STOCK

The stock of this Company shall be transferred only on the books of the Company, and any transfer of stock shall be subject to the lien of the Company thereon for any indebtedness due the Company from the holder.

#### ARTICLE VIII

##### AMENDMENTS

The By-laws of the Company may be amended, added to or repealed by vote of the holders of a majority of the issued and outstanding capital stock of this Company, at any meeting of the Shareholders, provided notice of the proposed change is given in the notice of meeting, or notice thereof is waived in writing.

#### ARTICLE IX

##### INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company shall indemnify each person (and the heirs and legal representatives of such person) who is or was a Director or officer of the Company, or of any other corporation which he served in any capacity at the request of the Company, against any and all liability and resulting from any claim, action, suit or proceeding (whether brought by or in the right of the Company or such other corporation or otherwise), civil, criminal, administrative or investigative, or threat thereof, or in connection with an appeal relating thereto, in which he may become involved, as a party

or otherwise, by reason of his being or having been such Director or officer, or by reason of any past or future action or omission or alleged action or omission (including those antedating the adoption of this By-law) by him in such capacity, whether or not he continues to be such at the time such liability or expense is incurred; provided such person acted in good faith, in what he reasonably believed to be the best interest of the Company or such other corporation, as the case may be, and, in addition, with respect to any criminal action or proceeding had no reasonable cause to believe that his conduct was unlawful. As used in this Article, the terms "liability" and "expense" shall include, but not be limited to, counsel fees and disbursements and amounts paid in settlement by or on behalf of a Director or officer. The termination of any claim, action, suit or proceeding by judgment, settlement (whether with or without court approval) or conviction, or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a Director or officer did not meet the standards set forth above. Any such Director or officer referred to in this Article who has been wholly successful, on the merits or otherwise, with respect to any claim, action, suit or proceeding, shall be entitled to indemnification as of right. Except as provided in the preceding sentence, any indemnification hereunder shall be made at the discretion of the Company, but only if (1) the Board of Directors, acting by a quorum consisting of Directors who are not involved in or have been wholly successful with respect to such claim, action, suit or proceeding, or if there be no such quorum, if (2) independent legal counsel (who may be a regular counsel of the Company), or other disinterested person or persons, in either case selected by the Board of Directors, shall find that the Director or officer has met the standard of conduct set forth above. Expenses incurred with respect to any such claim,

action, suit or proceeding may be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he is entitled to indemnification under this Article. The rights of indemnification provided in this Article shall be in addition to any rights to which any person concerned may otherwise be entitled by contract, United States statute or any State statute, or as a matter of law, and irrespective of the provisions of this Article, the Board of Directors may, at any time and from time to time approve indemnification of Directors, officers or employees to the full extent permitted by the provisions of the laws of the State of Kansas at the time in effect, whether on account of past or future transactions.

Secretary of State  
State House  
Corporations Division  
Room 155  
Indianapolis, IN 46204  
(317) 232-6576

(Name of Corporation)

ARTICLE I - RESTATEMENT

ARTICLE II - MANNER OF ADOPTION AND VOTE (Strike inapplicable section)

TOTAL	A	B	C
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Common

SHARES VOTED AGAINST	0
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/s/ DANIEL L. HORNBECK

Daniel L. Hornbeck

RESTATED ARTICLES OF INCORPORATION  
OF  
YELLOW FREIGHT SYSTEM, INC.

ARTICLE I  
NAME

The name of the Corporation is Yellow Freight System, Inc.

ARTICLE II  
PURPOSE

The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the Indiana Business Corporation Law.

ARTICLE III  
TERM OF EXISTENCE

The period during which the Corporation shall continue is perpetual.

ARTICLE IV  
REGISTERED OFFICE AND AGENT

The street address of the Corporation's registered office in Indiana and the name of its registered agent at that office is The Prentice Hall Corporation System, Inc., Circle Tower, Indianapolis, Indiana 46204.

ARTICLE V  
SHARES

Section A. Number of Authorized Shares. The Corporation is authorized to issue 1,000 Common Shares.

Section B. Rights. The class of Common Shares is hereby authorized unlimited voting rights and is entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE VI  
DIRECTORS

Section A. Names and Addresses. The names and post office addresses of the members of the Board of Directors are as follows:

Name - - - - -	Post Office Address -----
George E. Powell III	10990 Roe Avenue, Overland Park, KS 66207
M. Reid Armstrong	10990 Roe Avenue, Overland Park, KS 66207
Robert L. Bostick	10990 Roe Avenue, Overland Park, KS 66207
Robert W. Burdick	10990 Roe Avenue, Overland Park, KS 66207
Philip D. Parkey	10990 Roe Avenue, Overland Park, KS 66207
Gail A. Parris	10990 Roe Avenue, Overland Park, KS 66207
Donald T. Roberson	10990 Roe Avenue, Overland Park, KS 66207

Section B. Removal. Any director may be removed, either with or without cause, at any meeting of the shareholders by the affirmative vote of a majority in number of shares of the shareholders of record present, in person or by proxy, and entitled to vote for the election of directors, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting.

ARTICLES OF MERGER

OF

OVERLAND ENERGY, INC.  
(a Texas corporation)

INTO

YELLOW FREIGHT SYSTEM, INC.  
(an Indiana corporation)

In compliance with the requirements of the Indiana Business Corporation Law (hereinafter, the "Law") and of the Texas Business Corporation Act (hereinafter, the "Act"), the undersigned corporations, desiring to effect a merger, hereby certify that:

ARTICLE I  
SURVIVING CORPORATION

A. The name of the corporation surviving the merger is Yellow Freight System, Inc., which is the parent corporation of the merging corporation, and such name has not been changed as a result of the merger.

B. The surviving corporation is a domestic (Indiana) corporation existing pursuant to the provisions of Law.

ARTICLE II  
MERGING CORPORATION

The name of the corporation merging into the surviving corporation is Overland Energy, Inc., which is a wholly owned subsidiary of the surviving corporation. The merging corporation is a Texas Corporation existing pursuant to the provisions of the Act.

ARTICLE III  
AGREEMENT OF MERGER

The Agreement and Plan of Merger, containing such information as required by I.C.23-1-40-1 and Section 5.16 of the Act is set forth in "Exhibit A," attached hereto and made a part hereof.



ARTICLE IV  
MANNER OF ADOPTION AND VOTE

The manner of adoption and vote by which the Agreement and Plan of Merger was approved by the Indiana corporation party to the merger is as follows:

Action by Indiana Surviving Corporation, Yellow Freight System, Inc.

1. Action by Directors. The Board of Directors of the above-named Indiana domestic corporation, by resolution duly adopted effective June 30, 1994, by unanimous written consent pursuant to the provisions of I.C. 23-1-34-2 (copy attached as "Exhibit B"), approved the Agreement and Plan of Merger.

2. Action by Shareholders. Pursuant to I.C. 23-1-40-3(g), action by the shareholders of the surviving corporation is not required.

3. Compliance with Legal Requirements. The manner of the adoption of the Agreement and Plan of Merger, and the vote by which it was adopted, constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the bylaws of the above-named Indiana domestic corporation.

4. The address of the registered agent of the surviving corporation in Indiana is:

The Prentice-Hall Corporation System, Inc.  
Circle Tower  
Indianapolis, Indiana 46204

ARTICLE V  
REPRESENTATIONS BY TEXAS CORPORATION PARTY TO THE MERGER

A. The Agreement and Plan of Merger was not required to be adopted or approved by the merging Texas corporation, Overland Energy, Inc., pursuant to the laws of the State of Texas, its state of domicile.

B. Action by Shareholders. By written consent, executed on June 20, 1994, signed by the holder of the 50,000 outstanding shares of the common stock of the Merging Corporation, Overland Energy, Inc., being all of the shares outstanding and all of the shares entitled to vote in

respect of the Agreement and Plan of Merger, the sole shareholder, Yellow Freight System, Inc., authorized and approved adoption of the Agreement and Plan of Merger.

ARTICLE VI  
EFFECTIVE DATE

The merger shall become effective at 12:01 a.m. on the later of (a) June 30, 1994, or (b) the day on which the later of the filings of the Articles of Merger with the Secretary of State of Texas and with the Secretary of State of Indiana is made.

IN WITNESS WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer, duly attested by another such officer, acting for and on behalf of such corporation; and each of such corporations certifies to the truth of the facts and acts relating to it and the action taken by its Board of Directors and shareholders.

Dated this 20th day of June, 1994.

ATTEST: YELLOW FREIGHT SYSTEM, INC.  
(Surviving Corporation)

/s/ RONALD E. SANDHAUS  
-----  
Name: Ronald E. Sandhaus  
Title: Assistant Secretary

/s/ DANIEL L. HORNBECK  
-----  
Name: Daniel L. Hornbeck  
Title: Secretary

State of Kansas        )  
                          ) ss.  
County of Johnson     )

I, the undersigned, a Notary Public duly commissioned to take acknowledgements and administer oaths in the above-captioned state, hereby certify that the above-signed officers of the above-named corporation personally appeared before me; acknowledged their execution of the foregoing Articles of Merger; and swore or attested to the facts therein stated.

WITNESS my hand and Notarial Seal this 20th day of June, 1994.

                          /s/ WILLA G. CLINE  
                          -----  
                          Name: Willa G. Cline

My commission expires: 3/24/95

ATTEST: OVERLAND ENERGY, INC.  
(Merging Corporation)

/s/ DANIEL L. HORNBECK	/s/ GAIL A. PARRIS
-----	-----
Name: Daniel L. Hornbeck	Name: Gail A. Parris
Title: Secretary	Title: Sr. Vice President
State of Kansas	)
	) ss.
County of Johnson	)

I, the undersigned, a Notary Public duly commissioned to take acknowledgements and administer oaths in the above-captioned state, hereby certify that the above-signed officers of the above-named corporation personally appeared before me; acknowledged their execution of the foregoing Articles of Merger; and swore or attested to the facts therein stated.

WITNESS my hand and Notarial Seal this 20th day of June, 1994.

/s/ WILLA G. CLINE  
-----  
Name: Willa G. Cline

My commission expires: 3/24/95

This instrument was prepared by Daniel L. Hornbeck, Attorney, 10990 Roe Avenue, Overland Park, Kansas 66207.

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated June 20, 1994 by and between Overland Energy, Inc. and Yellow Freight System, Inc.,

W I T N E S S E T H :

In consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree as follows:

1. The name of the corporation proposing to merge is:

Overland Energy, Inc., a Texas corporation (hereinafter, "Merging Corporation"), which is a wholly owned subsidiary of Yellow Freight System, Inc.

2. The name of the corporation into which the Merging Corporation proposes to merge is:

Yellow Freight System, Inc., an Indiana corporation (hereinafter, "Surviving Corporation"), which is the parent corporation and sole shareholder of the Merging Corporation.

3. The terms and conditions of the proposed merger and the mode of carrying the same into effect are:

At the Effective Date, as hereinafter defined, Overland Energy, Inc., the Merging Corporation, shall be merged into Yellow Freight System, Inc., the Surviving Corporation, and the terms, provisions and conditions of such merger and the mode of carrying the same into effect are:

FIRST: The Merger. The Surviving Corporation, an Indiana corporation, merges into itself the Merging Corporation, a Texas corporation, and the Merging Corporation shall be and is hereby merged into the Surviving Corporation, pursuant to and in accordance with all applicable provisions of the Indiana Business Corporation Law, as amended, and of the Texas Business Corporation Act, as amended.

SECOND: Results of Merger: In accordance with the laws aforesaid the merging corporations shall be a single corporation which shall be the Surviving Corporation and the separate existence of the Merging Corporation shall cease (except insofar as it may be continued by statute). The Surviving Corporation has all the rights, privileges, immunities and powers and is subject to all the duties and liabilities of a corporation organized under the aforesaid Indiana law; and such Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, as well of a public as of a private nature, of each of the constituent corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares (if any) and all other chooses in action, and all and every other interest, of or belonging to or due to each of the corporations so merged shall

be taken and deemed to be those of and vested in such single corporation without further act or deed, and the title to any real estate or any interest therein, vested in either of such corporations shall not revert be in any way impaired by reason of such merger.

THIRD: Liabilities: The Surviving Corporation shall thereforth upon the merger be responsible and liable for all of the liabilities and obligations of each of the corporations so merged, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if such merger or consolidation had not taken place, or such Surviving Corporation may be substituted in its place; neither the rights of creditors nor any liens upon the property of either corporation shall be impaired by such merger.

FOURTH: Effective Date of Merger: The merger shall become effective at 12:01 a.m. on the later of (a) June 30, 1994, or (b) the day on which the later of the filings of the Articles of Merger with the Secretary of State of Texas and the Secretary of State of Indiana is made.

4. The manner and basis of converting the shares of the Merging Corporation into shares, obligations or other securities of the Surviving Corporation are as follows:

(a) Each share of capital stock, \$1.00 par value, of the Surviving Corporation, outstanding on the effective date of the merger, being a total of 100 shares, shall remain outstanding as the capital stock of the Surviving Corporation.

(b) On the effective date of the merger, each share of the common stock, \$1.00 par value, of the Merging Corporation, outstanding on the effective date of the merger, being a total of 50,000 shares, shall be surrendered to the Surviving Corporation, Yellow Freight System, Inc., and canceled.

(c) There are no dissenting shareholders of either corporation.

5. Such other provisions with respect to the proposed merger as are deemed necessary or desirable follow:

(a) Articles of Incorporation and Bylaws. On the Effective Date of the merger, the Articles of Incorporation and Bylaws of Yellow Freight System, Inc. shall continue as the Articles of Incorporation and Bylaws of the Surviving Corporation.

(b) Abandonment of Merger. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned at any time before it becomes effective by the Board of Directors of the Surviving Corporation, in which event this Resolution and Plan of Merger shall become wholly void and of no effect and there shall be no liability on the part of either of the corporations' parties hereto or of their respective Directors or Stockholders.

(c) Amendment. This Agreement and Plan of Merger may be amended at any time prior to the Effective date by the Boards of Directors of the constituent corporations.

(d) Further Instruments. The appropriate officers of each of the Merging Corporations are authorized to execute on behalf of the Merging Corporations any and all documents appropriate to the accomplishment of, or required to be done to accomplish, the Merger under this Agreement and Plan, and to take all steps and do all things for and in behalf of the corporations' parties hereto as are required by or appropriate under the laws of the states of

Indiana and Texas to accomplish such merger; and from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, the Merging Corporation or its officers or directors, as is appropriate and proper, will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such other and further action as the Surviving Corporation may deem necessary or desirable in order to confirm the vesting in and confirm to the Surviving Corporation title and possession of all of its property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger.

(e) Governing Law. This agreement shall be governed by, and constructed in accordance with, the laws of the State of Indiana.

(f) Consent to Service of Process: Pursuant to Section 5.16B(4) of the Texas Business Corporation Act, the Surviving Corporation hereby agrees that it may be served with process in the State of Texas in any proceeding for enforcement of any obligation of the Merging Corporation, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger or consolidation, including any suit or other proceeding to enforce the right of any stockholder, and irrevocably appoints the Secretary of State of Texas as its agent to accept service of process in any such suit or other proceedings. A copy of such process should be sent by the Secretary of State to Daniel L. Hornbeck, Secretary, Yellow Freight System, Inc., P. O. Box 7270, Overland Park, Kansas 66207.

(g) The sole shareholder of the subsidiary has waived in writing the requirement that it be mailed a copy of the plan of merger.

#### CERTIFICATION

I, Daniel L. Hornbeck, Secretary of Yellow Freight System, Inc., a corporation organized and existing under the laws of the State of Indiana, hereby certify, as such Secretary, and under the seal of the corporation, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Directors of this corporation by unanimous written consent in lieu of meeting pursuant to Section 23-1-34-3 of the Indiana Business Corporation Law, effective June 20, 1994. I hereby further certify that no shareholder vote is required to approve the merger and that the adoption of the Agreement and Plan of Merger and the vote by which it was adopted constitute full legal compliance with the provisions of the Indiana Business Corporation Law and with the Articles of Incorporation and the Bylaws of the constituent corporations.

Witness my hand and seal of said Yellow Freight System, Inc. on this 20th day of June, 1994.

/s/ DANIEL L. HORNBECK

-----  
Daniel L. Hornbeck  
Secretary

CERTIFICATION

I, Daniel L. Hornbeck, Secretary of Overland Energy, Inc., a corporation organized and existing under the laws of the State of Texas, hereby certify, as such Secretary, and under the seal of the corporation, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Directors of this corporation by unanimous written consent in lieu of meeting pursuant to Section 9:10 of the Texas Business Corporation Act, effective June 20, 1994. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the unanimous written consent of the sole shareholder on June 20, 1994 and that the adoption of the Agreement and Plan of Merger and the vote by which it was adopted constitute full legal compliance with the provisions of the Texas Business Corporation Act and with the Articles of Incorporation and the Bylaws of Overland Energy, Inc.

Witness my hand and seal of said Overland Energy, Inc. on this 20th day of June, 1994.

/s/ DANIEL L. HORNBECK

-----  
Daniel L. Hornbeck  
Secretary



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

ARTICLES OF AMENDMENT

To Whom These Presents Come, Greeting:

WHEREAS, there has been presented to me at this office, Articles of Amendment  
for:

YELLOW FREIGHT SYSTEM, INC.

and said Articles of Amendment have been prepared and signed in accordance with  
the provisions of the Indiana Business Corporation Law, as amended.

NOW, THEREFORE, I, SUE ANNE GILROY, Secretary of State of Indiana, hereby  
certify that I have this day filed said articles in this office.

The effective date of these Articles of Amendment is June 09, 1998.

In Witness Whereof, I have hereunto set my hand  
and affixed the seal of the State of Indiana, at  
the City of Indianapolis, this Ninth day of June,  
1998.

-----  
Deputy

ARTICLES OF AMENDMENT OF THE  
ARTICLES OF INCORPORATION  
State Form 38333 (R8 / 12-96)  
Approved by State Board of Accounts 1995

-----  
SUE ANNE GILROY  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576  
-----

INSTRUCTIONS: Use 8 1/2" x 11" white paper      Indiana Code 23-1-38-1 et seq  
                  for inserts.  
                  Present original and two copies      Filing Fee: \$30.00  
                  to address in upper right hand  
                  corner of this  
                  Please TYPE or PRINT.

-----  
ARTICLES OF AMENDMENT OF THE  
ARTICLES OF INCORPORATION OF:  
-----

Name of Corporation                      Date of incorporation  
YELLOW FREIGHT SYSTEM, INC.              12/22/50  
-----

The undersigned officers of the above referenced Corporation (hereinafter  
referred to as the "Corporation") existing pursuant to the provisions of  
(indicate appropriate act)

[X] Indiana Business Corporation      [ ] Indiana Professional Corporation Act  
Law                                      of 1983

as amended (hereinafter referred to as the "Act"), desiring to give notice  
of corporate action effectuating amendment of certain provisions of its  
Articles of Incorporation, certify the following facts:

-----  
ARTICLE I Amendment(s)  
-----

The exact text of Article(s) V of the Articles

(NOTE: If amending the name of corporation, write Article "I" in space  
above and write "The name of the Corporation is \_\_\_\_\_," below.)

ARTICLE V  
SHARES

Section A. Number of Authorized Shares. The Corporation is authorized to  
issue 1,000 Common Shares with a par value of one dollar (\$1) per share.

Section B. Rights. The class of Common Shares is hereby authorized  
unlimited voting rights and is entitled to receive the net assets of the  
Corporation upon dissolution.

-----  
ARTICLE II  
-----

Date of each amendment's adoption:

June 1, 1998  
-----

-----  
ARTICLE III Manner of Adoption and Vote  
-----

Mark applicable section: NOTE - Only in limited situations does Indiana law permit an Amendment without shareholder approval. Because a name change requires shareholder approval, Section 2 must be marked and either A or B completed.

[ ] SECTION 1 This amendment was adopted by the Board of Directors or incorporators and shareholder action was not required.

[X] SECTION 2 The shareholders of the Corporation entitled to vote in respect to the amendment adopted the proposed amendment. The amendment was adopted by: (Shareholder approval may be by either A or B.)

A. Vote of such shareholders during a meeting called by the Board of Directors. The result of such vote is as follows:

-----  
Shares entitled to vote.  
-----

-----  
Number of shares represented at the meeting.  
-----

-----  
Shares voted in favor.  
-----

-----  
Share voted against.  
-----

B. Unanimous written consent executed on June 1, 1998 and signed by all shareholders entitled to vote.

-----  
ARTICLE IV Compliance with Legal Requirements  
-----

The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

-----  
I hereby verify, subject to the penalties of perjury, that the statements contained herein are true, this 1st day of June, 1998.

-----  
Signature of current officer or  
chairman of the board

Printed name of officer or chairman of  
the board

/s/ DANIEL L. HORNBECK  
-----

Daniel L. Hornbeck

-----  
Signature's title

Secretary  
-----

State of Indiana  
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

YELLOW FREIGHT SYSTEM, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

YELLOW TRANSPORTATION, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, January 25, 2002.

In Witness Whereof, I have caused to be  
affixed my signature and the seal of the  
State of Indiana, at the City of  
Indianapolis, January 25, 2002.

/s/ SUE ANNE GILROY

-----  
SUE ANNE GILROY,  
SECRETARY OF STATE

ARTICLES OF AMENDMENT OF THE  
ARTICLES OF INCORPORATION  
State Form 38333 (R8 / 12-96)  
Approved by State Board of  
Accounts 1995

-----  
SUE ANNE GILROY  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576  
-----

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Present original and two copies to address in upper right hand corner of this  
Please TYPE or PRINT. Indiana Code 23-1-38-1 et seq.  
Filing Fee: \$30.00

-----  
ARTICLES OF AMENDMENT OF THE  
ARTICLES OF INCORPORATION OF:  
-----

Name of Corporation Date of incorporation  
YELLOW FREIGHT SYSTEM, INC. 12/22/50  
-----

The undersigned officers of the above referenced Corporation (hereinafter referred to as the "Corporation") existing pursuant to the provisions of: (indicate appropriate act)

[X] Indiana Business Corporation Law [ ] Indiana Professional Corporation Act of 1983

as amended (hereinafter referred to as the "Act"), desiring to give notice of corporate action effectuating amendment of certain provisions of its Articles of Incorporation, certify the following facts:

-----  
ARTICLE I Amendment(s)  
-----

The exact text of Article(s) I of the Articles

(NOTE: If amending the name of corporation, write Article "I" in space above and write "The name of the Corporation is \_\_\_\_\_," below.)

"The name of the Corporation is Yellow Transportation, Inc."

-----  
ARTICLE II  
-----

Date of each amendment's adoption:

01/23/02  
-----

-----  
ARTICLE III Manner of Adoption and Vote  
-----

Mark applicable section: NOTE - Only in limited situations does Indiana law permit an Amendment without shareholder approval. Because a name change requires shareholder approval, Section 2 must be marked and either A or B completed.

-----  
[ ] SECTION 1 This amendment was adopted by the Board of Directors or incorporators and shareholder action was not required.  
-----

-----  
[X] SECTION 2 The shareholders of the Corporation entitled to vote in respect to the amendment adopted the proposed amendment. The amendment was adopted by: (Shareholder approval may be by either A or B.)  
-----

A. Vote of such shareholders during a meeting called by the Board of Directors. The result of such vote is as follows:

-----  
Shares entitled to vote  
-----

-----  
Number of shares represented at the meeting.  
-----

-----  
Shares voted in favor.  
-----

-----  
Share voted against.  
-----

B. Unanimous written consent executed on January 10, 02 and signed by all shareholders entitled to vote.

-----  
ARTICLE IV Compliance with Legal Requirements  
-----

The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

-----  
I hereby verify, subject to the penalties of perjury, that the statements contained herein are true, this 23rd day of January, 02.  
-----

-----  
Signature of current officer or chairman of the board

Printed name of officer or chairman of the board

/s/ DANIEL L. HORNBECK  
-----

Daniel L. Hornbeck

-----  
Signature's title

Secretary  
-----

YELLOW FREIGHT SYSTEM, INC.

BYLAWS

(Incorporating all amendments through February 27, 1995)

ARTICLE I  
STOCKHOLDERS

Section 1. Annual Meeting

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such location, on such date, and at such time of day as the Board of Directors shall each year fix.

Section 2. Special Meetings

Special meetings of the stockholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Chairman of the Board, the President, a majority of the Board of Directors or by not less than 25 percent of the stockholders in amounts of shares outstanding and entitled to vote by filing with the Secretary a written request for such meeting, and shall be held at such location, on such date, and at such time as the Board of Directors shall fix.

Section 3. Notice of Meeting

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten nor more than fifty days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required

from time to time by the Indiana Business Corporation Law or the Articles of Incorporation).

When a meeting is adjourned to another date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than fourteen days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting any business may be transacted which might have been transacted at the original meeting.

#### Section 4. Quorum

At any meeting of the stockholders, the holders of a majority of the outstanding shares (exclusive of treasury stock) of each class of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for the transaction of any business, unless or except to the extent that the presence of a larger number may be required by law.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of the stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another date or time.

#### Section 5. Organization

The Chairman of the Board or, in his absence, the President, shall call to order any meeting of the stockholders and act as chairman of the meeting and the Secretary or



Assistant Secretary shall act as secretary of the meeting. In the absence of the Secretary or Assistant Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.

#### Section 6. Conduct of Business

The Chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

#### Section 7. Proxies and Voting

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one vote for every share of stock entitled to vote which is registered in his name on the record date for the meeting, except as otherwise required by law or provided in the Articles of Incorporation or these Bylaws.

Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law or provided in the Articles of Incorporation or these Bylaws, all other matters shall be determined by a majority of the votes cast.

## Section 8. Stock List

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the metropolitan area where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

## ARTICLE II BOARD OF DIRECTORS

### Section 1. Number and Term of Office

The Board of Directors shall consist of not less than three nor more than twelve persons. The exact number of directors within the above limitations shall be fixed from time to time by the Board of Directors by resolution adopted by a majority of the entire Board. Each director shall hold office until his successor is elected and qualified or until his earlier resignation, removal from office or death except as otherwise provided herein or required by law.

Whenever the authorized number of directors is increased between annual meetings of the stockholders, a majority of the directors then in office shall have the power to elect such new directors for the balance of a term and until their successors are elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

#### Section 2. Vacancies

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.

#### Section 3. Removals

A director may be removed with or without cause by a majority vote of the stockholders entitled to vote for the election of directors.

#### Section 4. Regular Meetings

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

## Section 5. Special Meetings

Special meetings of the Board of Directors shall be called upon written request of two directors then in office or by the Chairman of The Board and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of the place, date and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three days before the meeting or by telegraphing the same not less than eighteen hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

## Section 6. Quorum

At any meeting of the Board of Directors, one-third of the total number of the whole board, but not less than two, shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

## Section 7. Participation in Meetings by Conference Telephone

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting and any action duly taken by Directors at such a meeting shall have the same force and effect as if taken at a meeting duly called and attended in person by the Directors.

## Section 8. Conduct of Business

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise required by law or provided in the Articles of Incorporation or these Bylaws. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

## Section 9. Powers

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

1. To declare dividends from time to time in accordance with law;
2. To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;
3. To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;
4. To remove any officer of the Corporation with or without cause, and from time to time to transfer the powers and duties of any officer to any other person for the time being;

5. To confer upon any officer of the Corporation elected by the Board of Directors the power to appoint, remove and suspend subordinate officers and agents;

6. To adopt from time to time such stock option, stock purchase, bonus or other compensation plans for officers and agents of the Corporation and its subsidiaries as it may determine;

7. To adopt from time to time such insurance, retirement, and other benefit plans for officers and agents of the Corporation and its subsidiaries as it may determine;

8. To adopt from time to time regulations, not inconsistent with these bylaws, for the management of the Corporation's business and affairs; and

9. To adopt from time to time an order of succession designating the officers to perform the duties and exercise the powers of the President in the event of the President's absence, death, inability or refusal to act.

#### Section 10. Compensation of Directors

Directors, as such, may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the directors.

### ARTICLE III COMMITTEES

#### Section 1. Committees of the Board of Directors

The Board of Directors, by resolution adopted by a majority of the actual number of directors elected and qualified, may from time to time elect committees of the Board,

each of which shall have the respective powers and duties necessary or proper to carry out the purposes for which appointed, to serve at the pleasure of the board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee.

## Section 2. Conduct of Business

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members, which may be by telephone or telegraph, of all meetings; one-third of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

## ARTICLE IV OFFICERS

### Section 1. Generally

The officers of the Corporation shall consist of a President and a Secretary. The Board of Directors may elect such additional officers as it deems necessary, including a Chief Executive Officer, a Treasurer, vice presidents, assistant secretaries and assistant treasurers. Officers shall be elected by the Board of Directors, which shall consider that

subject at its first meeting after every annual meeting of stockholders. The President or the Chief Executive Officer may appoint one or more officers or assistant officers as he may deem necessary or advisable. Each such appointed officer shall hold office until the next meeting of the Board of Directors at which the election of officers is considered. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

#### Section 2. Chief Executive Officer

If the Board of Directors elects a Chief Executive Officer, he shall be the senior officer of the Corporation and shall be responsible in general for the supervision and control of all the business and affairs of the Corporation, subject to the control and direction of the Board of Directors.

#### Section 3. President

If the Board of Directors does not elect a Chief Executive Officer, then the President shall exercise the responsibilities of the Chief Executive Officer set out in Section 2, above. If the Board of Directors elects a Chief Executive Officer who is not the President, the President shall act in the place of the Chief Executive Officer in his absence or in the event of his death, inability or refusal to act. He shall perform all duties and have all powers which are delegated to him by the Board of Directors or Chief Executive Officer. He shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized. In the event of the absence, death,



inability or refusal to act of the President, the officer designated by the Board of Directors shall perform the duties and exercise the powers of the President.

#### Section 4. Vice Presidents

Each vice president shall perform such duties as the Chief Executive Officer, the President or the Board of Directors shall prescribe.

#### Section 5. Treasurer

The Treasurer shall have charge and custody of all monies and securities of the Corporation, shall in general perform all of the duties commonly incident to the office of Treasurer and shall perform such other duties as may be assigned him by the Chief Executive Officer, President or the Board of Directors. He shall make such disbursements of the funds of the Corporation as are proper and shall render from time to time an account of all such transactions.

#### Section 6. Secretary

The secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He shall have charge of the corporate minute books. The Secretary shall perform such other duties as may be assigned him by the Chief Executive Officer, the President or the Board of Directors.

#### Section 7. Delegation of Authority

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

## Section 8. Removal

Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors. The Chief Executive Officer and the President may each remove any officer appointed by him, at any time, with or without cause.

## Section 9. Action with Respect to Securities of Other Corporations

Unless otherwise directed by the Board of Directors, the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

## ARTICLE V INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

### Section 1. Right to Indemnification

a. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or she or a person for whom he or she is the legal representative is or was a director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director,

officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Indiana Business Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that with respect to any agent or employee, to the extent any such expenses, liabilities or losses are covered by insurance, other than insurance maintained by the corporation, the corporation shall be required to indemnify and hold harmless such agent or employee only to the extent that such expenses, liabilities or losses are not covered by such insurance, and further provided, that any director, officer, employee or agent serving as a trustee or other fiduciary of a collectively bargained benefit plan shall be deemed not to be serving at the request of the Corporation and shall not have any right to indemnification under this Article, unless such person has been requested to serve in a writing signed by both a senior officer and the President of the Corporation. Such right shall be a contract right and shall include the right to be paid by the corporation expenses incurred in defending any such proceedings in advance of its final disposition; provided, however, that the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding if:

(1) he furnishes the corporation with a written affirmation of his good faith belief that he has met the standard of conduct described in Section 23-1-37-8 of the Indiana Business Corporation Law;

(2) he furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and

(3) a determination is made that the facts then known to those making the determination would not preclude indemnification under Chapter 37 of the Indiana Business Corporation Law.

b. Any person who is or was an agent of the corporation, and who would be entitled to be indemnified by the corporation under the circumstances set forth in Section 1(a) but for the fact that such person is not or was not a director, officer or employee of the corporation, may be indemnified by the corporation (but shall not be entitled to be indemnified by the corporation) in a specific case to all or part of the extent set forth in Section 1(a), if the Board of Directors determines that it is in the best interests of the corporation to grant such indemnity. Authorization for such indemnity and the extent thereof shall be determined by majority vote of a quorum of the Board of Directors.

## Section 2. Right of Claimant to Bring Suit

If a claim under Section 1 is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than

an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the Indiana Business Corporation Law for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Indiana Business Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant had not met the applicable standard of conduct.

### Section 3. Non-Exclusivity of Rights

The rights conferred by Sections 1 and 2 shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

### Section 4. Insurance

The corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of

the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify the individual against the same liability under the Indiana Business Corporation Law.

Section 5.

For purposes of this Article, reference to "other enterprise" shall include entities of any kind, including associations, rate bureaus and conferences.

ARTICLE VI  
STOCK

Section 1. Certificates of Stock

Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a vice president, and by the secretary or an assistant secretary, or the treasurer or an assistant treasurer, certifying the number of shares owned by him. Any of or all of the signatures on the certificate may be facsimile.

Section 2. Transfers of Stock

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 6 of Article VI of these Bylaws, an outstanding certificate for the number of

shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

### Section 3. Transfer and Change of Address

Title to a certificate and to the shares represented thereby can be transferred only:

(1) By delivery of the certificates, endorsed either in blank or to a specified person, by the person appearing by the certificate to the owner of the shares represented thereby; or

(2) By delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to well, assign or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

### Section 4. Change of Address

Stockholders shall be responsible for notifying in writing the secretary, or the transfer agent or registrar as the case may be, if appointed by resolution of the Board, of any changes in their addresses from time to time, and failure to do so shall relieve the Corporation, its shareholders, directors, officers and the transfer agent and/or registrar, if any, of liability for failure to direct notices, dividends, or other documents or property to an address other than the one appearing in the records of the secretary or, if appointed, the transfer agent or registrar.

#### Section 5. Record Date

The Board of Directors may fix a record date, which shall not be more than fifty nor less than ten days before the date of any meeting of stockholders, nor more than fifty days prior to the time for the other action hereinafter described, as of which there shall be determined the stockholders who are entitled: to notice of or to vote at any meeting of stockholders or any adjournment thereof; to receive payment of any dividend or other distribution or allotment of any rights; or to exercise any rights with respect to any change, conversion or exchange of stock or with respect to any other lawful action.

#### Section 6. Lost, Stolen or Destroyed Certificates

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

#### Section 7. Regulations

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

### ARTICLE VII NOTICES

#### Section 1. Notices

Whenever notice is required to be given to any stockholder, director, officer, or agent, such requirement shall not be construed to mean personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, addressed to



such stockholder, director, officer, or agent at his or her address as the same appears on the books of the Corporation. The time when such notice is dispatched shall be the time of the giving of the notice.

## Section 2. Waivers

A written waiver of any notice, signed by a stockholder, director, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given in such stockholder, director, officer, or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

## ARTICLE VIII MISCELLANEOUS

### Section 1. Facsimile Signatures

In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

### Section 2. Corporate Seal

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in charge of the secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the treasurer or by the assistant secretary or assistant treasurer.

CERTIFICATE OF FORMATION  
OF  
TRANSPORTATION.COM, LLC

The undersigned, for the purpose of forming a limited liability company pursuant to Section 18-201 of the Limited Liability Company Act of the State of Delaware ("LLCA") and in accordance with Section 18-206 of the LLCA, does hereby certify the following:

FIRST: The name of the limited liability company is:  
Transportation.com, LLC.

SECOND: The address of its registered office in the State of Delaware is 1209 Orange Street, Newcastle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Transportation.com, LLC this 26th day of April, 2000.

/s/ MEGAN E. GULA

-----  
Name: Megan E. Gula  
Title: Authorized Person

CERTIFICATE OF AMENDMENT

1. The name of the limited liability company is Transportation.com, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article First of the Certificate of Formation of Transportation.com, LLC should be changed to read as follows:

"The name of the limited liability company is: Meridian IQ, LLC."
3. The Certificate of Amendment shall be effective as of the filing date.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Transportation.com, LLC this 17th day of December, 2001.

/s/ WILLIAM F. MARTIN, JR.

-----  
William F. Martin, Jr.  
Secretary

AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
MERIDIAN IQ, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of Meridian IQ, LLC, is entered into by Yellow Dot Com Subsidiary, Inc, a Delaware corporation ("Yellow"), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. (S) 18-101, et seq.) (the "Act"), for the regulation and management of the Company.

1. Name. The name of the limited liability company is Meridian IQ, LLC (the "Company").

2. Purpose. The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be formed under the Act and which is not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. Registered Office; Registered Agent. The registered office and registered agent of the Company in the State of Delaware shall be as specified in the Certificate of Formation (the "Certificate of Formation") or Change of Registered Office and/or Registered Agent filed with the Secretary of State of the State of Delaware.

4. Principal Office. The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at such place as the Managers may designate, which need not be in the State of Delaware. The Company may have such other offices as the Managers may designate.

5. Member.

a. The term "Member" as used in this Agreement means Yellow, in its capacity as a member (as defined in the Act) of the Company, and any person hereafter admitted to the Company as a member, but such term does not include any person who has ceased to be a member of the Company. The name and the mailing address of the initial Member is as follows:

Yellow Dot Com Subsidiary, Inc.  
10990 Roe Avenue  
Overland Park, Kansas 66211

b. The Member shall not cease to be a member of the Company upon the occurrence of any event described in Section 18-304 of the Act.

6. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the

furtherance of the purposes set forth in Section 2, including any and all powers set forth in the Act.

7. Term. The term of the Company commenced on the date of the filing of the Certificate of Formation in the Office of the Secretary of the State of Delaware and shall be perpetual, unless it is dissolved sooner as a result of: (a) the written election of the Member, (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act, or (c) the occurrence of an event that causes there to be no members of the Company, unless the Company is continued in accordance with the Act. No other event shall cause a dissolution of the Company.

8. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member in its sole discretion. All capital contributions made by the Member to the Company shall be credited to the Member's account.

9. Distributions. The Company shall make cash distributions to the Member at such times and in such amounts as may be determined by the Managers. The Company may make non-cash distributions to the Member at such times and in such forms as may be determined by the Managers. Notwithstanding any other provision of this Agreement, neither the Company, nor the managers on behalf of the Company, shall make a distribution to the Member if such distribution would violate the Act or other applicable law.

10. Managers. Subject to the provisions of the Agreement, the Company shall appoint managers (the "Managers"), who shall have exclusive authority to act on behalf of the Company. Subject to the provisions of this Agreement, the Managers shall have the authority to manage the business and affairs of the Company. The Member shall have no authority to act on behalf of or bind the Company. The Member shall select any and all Managers of the Company. The initial Managers of the Company shall be Daniel J. Churay and James Ritchie. The Member may remove any of the Managers at any time, with or without cause, upon delivery to such Manager at the principal office of the Company of written notice of such removal. Further, any of the Managers may resign upon delivery to the Member at the principal office of the Company of written notice of such resignation. The Managers shall receive such compensation for their duties as Managers as the Member shall determine in its sole discretion.

11. Officers. The officers of the Company shall be elected by the Managers, and shall include a President, a Secretary, a Treasurer, and such other officers, employees and agents as appointed, from time to time, in accordance with this Agreement. Additionally, the President or the Managers shall have the power to appoint such Vice Presidents and other officers equivalent or junior thereto as the President may deem appropriate. Each officer of the Company shall serve at the pleasure of the Managers, and the Managers may remove any officer at any time with or without cause. Any officer, if appointed by the President of the Company, may likewise be removed by the President of the Company. All officers and agents of the Company shall have such authority and perform such duties in the management of the property and affairs of the Company as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Managers. Checks, notes, drafts, other commercial instruments, assignments, guarantees of signatures, and contracts (except as otherwise provided herein or by law) shall be executed by the President, any Vice President, the

Secretary, the Treasurer, or such officers or employees or agents as the Managers or any of such designated officers may direct.

12. Exculpation. None of the Managers, the Member, nor any owner, officer, director or employee of the Company or of the Member, shall be liable, responsible or accountable in damages or otherwise to the Company or the Member for any action taken or failure to act (EVEN IF SUCH ACTION OR FAILURE TO ACT CONSTITUTED THE NEGLIGENCE OF A PERSON, INCLUDING THE PERSON FOR WHOM EXCULPATION IS SOUGHT HEREUNDER) on behalf of the Company within the scope of the authority conferred on the person described in this Agreement or by law unless such act or omission was performed or omitted fraudulently or constituted gross negligence or willful misconduct. To The extent that, at law or in equity, any Manager, the Member, or any owner, officer, director or employee of the Company or of the Member have duties (including fiduciary duties) and liabilities relating to the company, any Manager, the Member or any owner, officer, director or employee of the Company or of the Member acting under this Agreement shall not be liable to the Company or the Member for their reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of any Manager, the Member or any owner, officer, director or employee of the Company or the Member otherwise existing at law or in equity, are agreed to by the Member pursuant to the provisions of Section 18-1101 of the Act to replace such other duties and liabilities of any Manager, the Member or any owner, officer, director or employee of the Company or of the member.

13. Indemnification.

(a) The Company shall 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 by reason of the fact that such person is or was, at any time prior to or during which this Section 13 is in effect, a manager or member of the Company, or is or was, at any time prior to or during which this Section 13 is in effect, serving at the request of the Company, as a manager, director or officer of a corporation, partnership, limited liability company, joint venture, trust, other enterprise or employee benefit plan against reasonable expenses (including attorneys' fees), judgments, fines, penalties, amounts paid in settlement and other liabilities actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law.

(b) Expenses incurred by a person who is or was a manager or member of the Company in appearing at, participating in or defending any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, shall be paid by the Company at reasonable intervals in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member or manager to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized by this Section 13. The indemnification and advancement of expenses provided by this Section 13 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be or become entitled under any

law, this Agreement, the decision of the managers, or the Member or otherwise, or under any policy or policies of insurance purchased and maintained by the Company on behalf of any such person, 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 manager or member and shall inure to the benefit of the heirs, executors and administrators of such person.

(c) The rights provided by this Section 13 are for the benefit of the persons referred to herein and their respective heirs, executors and administrators and shall be legally enforceable against the Company by such persons (who shall be presumed to have relied on such rights in undertaking or continuing any of the positions referred to herein) or by their respective heirs, executors and administrators. No amendment to or restatement of this Section 13, or merger, consolidation, conversion or reorganization of the Company, shall impair the rights of indemnification provided by this Section 13 with respect to any action or failure to act, or alleged action or failure to act, occurring or alleged to have occurred prior to such amendment, restatement, merger, consolidation, conversion or reorganization.

14. Mergers and Exchanges. Subject to the requirements of the Act, the Company may be a party to a merger, consolidation, share or interest exchange or other transaction authorized by the Act.

15. Amendments to this Agreement. The power to alter, amend, restate, or repeal this Agreement or to adopt a new limited liability company agreement is vested in the Member. This Agreement may be amended, modified, supplemented or restated in any manner permitted by applicable law and approved by the Member.

16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to principles of conflict of laws), all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has  
duly executed this Agreement to be effective as of August 4, 2003.

YELLOW DOT COM SUBSIDIARY, INC.

By:       /s/ DANIEL J. CHURAY

-----  
Name: Daniel J. Churay  
Title: Vice President

-5-



CERTIFICATE OF FORMATION  
OF  
YELLOW GLOBAL, LLC

The undersigned, for the purpose of forming a limited liability company pursuant to Section 18-201 of the Limited Liability Company Act of the State of Delaware (the "LLCA") and in accordance with Section 18-206 of the LLCA, does hereby certify the following:

FIRST: The name of the limited liability company is: Yellow Global, LLC

SECOND: The address of its registered office in the State of Delaware is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Yellow Global, LLC this 19th day of March, 2001.

YELLOW GLOBAL, LLC

By: /s/ WILLIAM F. MARTIN, JR.

-----  
Name: William F. Martin, Jr.

Title: Secretary

An authorized person

CERTIFICATE OF AMENDMENT  
OF  
YELLOW GLOBAL, LLC

1. The name of the limited liability company is Yellow Global, LLC.
2. Article First of the Certificate of Formation of the limited liability company shall be amended to read in its entirety as follows:

"FIRST: The name of the limited liability company is Yellow GPS, LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Yellow Global, LLC this 21st day of August, 2003.

By: /s/ MICHELLE A. RUSSELL

-----  
Name: Michelle A. Russell

Title: Vice President and Authorized Person

AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
YELLOW GLOBAL, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of Yellow Global, LLC, is entered into by Meridian IQ, LLC, a Delaware limited liability company ("Meridian"), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. (S) 18-101, et seq.) (the "Act"), for the regulation and management of the Company.

1. Name. The name of the limited liability company is Yellow Global, LLC (the "Company").

2. Purpose. The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be formed under the Act and which is not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. Registered Office; Registered Agent. The registered office and registered agent of the Company in the State of Delaware shall be as specified in the Certificate of Formation (the "Certificate of Formation") or Change of Registered Office and/or Registered Agent filed with the Secretary of State of the State of Delaware.

4. Principal Office. The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at such place as the Managers may designate, which need not be in the State of Delaware. The Company may have such other offices as the Managers may designate.

5. Member.

a. The term "Member" as used in this Agreement means Meridian, in its capacity as a member (as defined in the Act) of the Company, and any person hereafter admitted to the Company as a member, but such term does not include any person who has ceased to be a member of the Company. The name and the mailing address of the initial Member is as follows:

Meridian IQ, LLC  
10990 Roe Avenue  
Overland Park, Kansas 66211

b. The Member shall not cease to be a member of the Company upon the occurrence of any event described in Section 18-304 of the Act.

6. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the

furtherance of the purposes set forth in Section 2, including any and all powers set forth in the Act.

7. Term. The term of the Company commenced on the date of the filing of the Certificate of Formation in the Office of the Secretary of the State of Delaware and shall be perpetual, unless it is dissolved sooner as a result of: (a) the written election of the Member, (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act, or (c) the occurrence of an event that causes there to be no members of the Company, unless the Company is continued in accordance with the Act. No other event shall cause a dissolution of the Company.

8. Capital Contributions. The Member shall make capital contributions to the Company at such times and in such amounts as determined by the Member in its sole discretion. All capital contributions made by the Member to the Company shall be credited to the Member's account.

9. Distributions. The Company shall make cash distributions to the Member at such times and in such amounts as may be determined by the Managers. The Company may make non-cash distributions to the Member at such times and in such forms as may be determined by the Managers. Notwithstanding any other provision of this Agreement, neither the Company, nor the managers on behalf of the Company, shall make a distribution to the Member if such distribution would violate the Act or other applicable law.

10. Managers. Subject to the provisions of the Agreement, the Company shall appoint managers (the "Managers"), who shall have exclusive authority to act on behalf of the Company. Subject to the provisions of this Agreement, the Managers shall have the authority to manage the business and affairs of the Company. The Member shall have no authority to act on behalf of or bind the Company. The Member shall select any and all Managers of the Company. The initial Managers of the Company shall be Daniel J. Churay and James Ritchie. The Member may remove any of the Managers at any time, with or without cause, upon delivery to such Manager at the principal office of the Company of written notice of such removal. Further, any of the Managers may resign upon delivery to the Member at the principal office of the Company of written notice of such resignation. The Managers shall receive such compensation for their duties as Managers as the Member shall determine in its sole discretion.

11. Officers. The officers of the Company shall be elected by the Managers, and shall include a President, a Secretary, a Treasurer, and such other officers, employees and agents as appointed, from time to time, in accordance with this Agreement. Additionally, the President or the Managers shall have the power to appoint such Vice Presidents and other officers equivalent or junior thereto as the President may deem appropriate. Each officer of the Company shall serve at the pleasure of the Managers, and the Managers may remove any officer at any time with or without cause. Any officer, if appointed by the President of the Company, may likewise be removed by the President of the Company. All officers and agents of the Company shall have such authority and perform such duties in the management of the property and affairs of the Company as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Managers. Checks, notes, drafts, other commercial instruments, assignments, guarantees of signatures, and contracts (except as otherwise provided herein or by law) shall be executed by the President, any Vice President, the

Secretary, the Treasurer, or such officers or employees or agents as the Managers or any of such designated officers may direct.

12. Exculpation. None of the Managers, the Member, nor any owner, officer, director or employee of the Company or of the Member, shall be liable, responsible or accountable in damages or otherwise to the Company or the Member for any action taken or failure to act (EVEN IF SUCH ACTION OR FAILURE TO ACT CONSTITUTED THE NEGLIGENCE OF A PERSON, INCLUDING THE PERSON FOR WHOM EXCULPATION IS SOUGHT HEREUNDER) on behalf of the Company within the scope of the authority conferred on the person described in this Agreement or by law unless such act or omission was performed or omitted fraudulently or constituted gross negligence or willful misconduct. To the extent that, at law or in equity, any Manager, the Member, or any owner, officer, director or employee of the Company or of the Member have duties (including fiduciary duties) and liabilities relating to the company, any Manager, the Member or any owner, officer, director or employee of the Company or of the Member acting under this Agreement shall not be liable to the Company or the Member for their reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of any Manager, the Member or any owner, officer, director or employee of the company or the Member otherwise existing at law or in equity, are agreed to by the Member pursuant to the provisions of Section 18-1101 of the Act to replace such other duties and liabilities of any Manager, the Member or any owner, officer, director or employee of the Company or of the member.

13. Indemnification.

(a) The Company shall 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 by reason of the fact that such person is or was, at any time prior to or during which this Section 13 is in effect, a manager or member of the Company, or is or was, at any time prior to or during which this Section 13 is in effect, serving at the request of the Company, as a manager, director or officer of a corporation, partnership, limited liability company, joint venture, trust, other enterprise or employee benefit plan against reasonable expenses (including attorneys' fees), judgments, fines, penalties, amounts paid in settlement and other liabilities actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law.

(b) Expenses incurred by a person who is or was a manager or member of the Company in appearing at, participating in or defending any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, shall be paid by the Company at reasonable intervals in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member or manager to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized by this Section 13. The indemnification and advancement of expenses provided by this Section 13 shall

not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be or become entitled under any law, this Agreement, the decision of the managers, or the Member or otherwise, or under any policy or policies of insurance purchased and maintained by the Company on behalf of any such person, 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 manager or member and shall inure to the benefit of the heirs, executors and administrators of such person.

(c) The rights provided by this Section 13 are for the benefit of the persons referred to herein and their respective heirs, executors and administrators and shall be legally enforceable against the Company by such persons (who shall be presumed to have relied on such rights in undertaking or continuing any of the positions referred to herein) or by their respective heirs, executors and administrators. No amendment to or restatement of this Section 13, or merger, consolidation, conversion or reorganization of the Company, shall impair the rights of indemnification provided by this Section 13 with respect to any action or failure to act, or alleged action or failure to act, occurring or alleged to have occurred prior to such amendment, restatement, merger, consolidation, conversion or reorganization.

14. Mergers and Exchanges. Subject to the requirements of the Act, the Company may be a party to a merger, consolidation, share or interest exchange or other transaction authorized by the Act.

15. Amendments to this Agreement. The power to alter, amend, restate, or repeal this Agreement or to adopt a new limited liability company agreement is vested in the Member. This Agreement may be amended, modified, supplemented or restated in any manner permitted by applicable law and approved by the Member.

16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to principles of conflict of laws), all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has  
duly executed this Agreement to be effective as of August 4, 2003.

MERIDIAN IQ, LLC

By: /c/ DANIEL J. CHURAY

-----  
Name: Daniel J. Churay

Title: Vice President and Secretary

Fulbright & Jaworski l.l.p.  
A Registered Limited Liability Partnership  
1301 McKinney, Suite 5100  
Houston, Texas 77010-3095  
www.fulbright.com

telephone: (713) 651-5151

facsimile: (713) 651-5246

October 21, 2003

Yellow Corporation  
10990 Roe Avenue  
Overland Park, Kansas 66211

Ladies and Gentlemen:

We have acted as counsel to Yellow Corporation, a Delaware corporation (the "Company"), and the subsidiaries listed on Schedule I hereto (collectively, the "Guarantors" and, together with the Company, the "Registrants") in connection with the registration under the Securities Act of 1933 of \$250,000,000 principal amount of the Registrant's 5.0% Contingent Convertible Senior Notes due 2023 (the "Notes"), the guarantees of the Guarantors with respect to the Notes (the "Guarantees") and 6,371,050 shares of the Registrant's common stock, par value \$1.00 per share, which are issuable on conversion of the Notes (the "Shares"), as described in the Registrants' Registration Statement on Form S-3 to be filed with the Securities and Exchange Commission with respect to the Notes, the Guarantees and the Shares (the "Registration Statement").

In connection with the foregoing, we have examined originals or copies of such corporate records, as applicable, of the Company and the Guarantors, certificates and other communications of public officials, certificates of officers of the Company and the Guarantors and such other documents as we have deemed necessary for the purpose of rendering the opinions expressed herein. As to questions of fact material to those opinions, we have, to the extent we deemed appropriate, relied on certificates of officers of the Company and the Guarantors and on certificates and other communications of public officials. We have assumed the genuineness of all signatures on, and the authenticity of, all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as copies, the due authorization, execution and delivery by the parties thereto of all documents examined by us, and the legal capacity of each individual who signed any of those documents.

Based upon the foregoing, and having regard for such legal considerations as we deem relevant, we are of the opinion that the Notes and Guarantees have been validly issued and the Shares, when issued on conversion of Notes in accordance with the terms of the Notes and the Indenture, dated as of August 8, 2003 (the "Indenture"), among the Company, the Guarantors and Deutsche Bank Trust Company Americas, as trustee, will be duly and validly issued, fully paid and nonassessable.

The opinions expressed herein are limited exclusively to the federal laws of the United States of America, the laws of the State of New York and applicable provisions of, respectively,

Austin o Dallas o Hong Kong o Houston o London o Los Angeles o Minneapolis o  
Munich o New York o San Antonio o Washington DC



the Delaware Constitution, the Delaware General Corporation Law and reported judicial interpretations of such law, and we are expressing no opinion as to the effect of the laws of any other jurisdiction. To the extent that any of the Guarantors are incorporated under the laws of another jurisdiction, we have assumed the following: (i) that such Guarantor has been duly incorporated and is validly existing as a corporation in good standing under the laws of its state of incorporation; (ii) that each of the Indenture and the Guarantees have been duly authorized by it, the Indenture has been duly executed by it and it has full corporate power and authority to enter into each of such agreements; and (iii) no consent, approval, authorization or order of any court or governmental agency or body of its state of incorporation is required of it for the consummation of the transactions contemplated by the Indenture or Guarantees.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Fulbright & Jaworski L.L.P.

## Schedule I

Name of Subsidiary -----	Jurisdiction of Incorporation -----
Yellow Transportation, Inc. ....	Indiana
Yellow Technologies, Inc. ....	Delaware
Mission Supply Company .....	Kansas
Yellow Redevelopment Corporation .....	Missouri
Yellow Relocation Services, Inc. ....	Kansas
Yellow Dot Com Subsidiary, Inc. ....	Delaware
MegaSys, Inc. ....	Indiana
Meridian IQ, LLC .....	Delaware
Yellow GPS, LLC .....	Delaware
Globe.com Lines, Inc. ....	Delaware

The following illustrates the computation of the historical ratio of earnings to fixed charges:

	FISCAL YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30, 2003
	1998	1999	2000	2001	2002	
Fixed Charges :						
Interest on debt and capitalized leases	\$ 2,476	\$ 5,852	\$ 9,873	\$ 7,926	\$ 6,706	\$ 4,766
Amortization of debt discount and expense	300	414	572	1,159	1,945	1,285
Interest element of rentals *	2,101	3,698	3,572	3,698	3,484	1,917
Investee's fixed charges	—	—	241	487	—	—
Total Fixed Charges	\$ 4,877	\$ 9,964	\$ 14,258	\$ 13,270	\$ 12,135	\$ 7,968
Earnings :						
Net income (loss)	\$ (28,669)	\$ 50,915	\$ 68,018	\$ 15,301	\$ (93,902)	\$ 23,986
Add back:						
Loss (Income) from discontinued operations	60,686	(12,169)	(6,413)	(4,712)	117,875	—
Income tax provision	23,376	28,404	43,522	6,770	13,613	15,271
Loss on equity method investment	—	—	3,329	5,741	—	—
Fixed charges less interest capitalized	4,868	9,944	14,244	13,065	12,135	7,968
Total Earnings	\$ 60,261	\$ 77,094	\$ 122,700	\$ 36,165	\$ 49,721	\$ 47,225
Ratio of Earnings to Fixed Charges	12.4	7.7	8.6	2.7	4.1	5.9

\* We determined the interest component of rent expense to be 10%.

Independent Auditors' Consent

We consent to the use of our report dated January 23, 2003, except for the Condensed Consolidating Financial Statements notes as to which the date is October 7, 2003, with respect to the consolidated balance sheets of Yellow Corporation (the Company) and Subsidiaries as of December 31, 2002 and 2001, and the related consolidated statements of operations, cash flows, shareholders' equity, and comprehensive income for each of the years in the three-year period ended December 31, 2002 which report appears in the Yellow Corporation Form 8-K dated October 21, 2003, incorporated by reference herein; and to the use of our report dated January 23, 2003, with respect to the financial statement schedule, which report appears on the Yellow Corporation Annual Report on Form 10-K, incorporated by reference herein; and to the reference to our firm under the heading "Experts" in the Registration Statement on Form S-3.

Our report on the financial statements contains an explanatory paragraph that describes the Company's adoption of Statement of Financial Accounting Standards No. 142, Goodwill and Other Intangible Assets.

KPMG LLP

Kansas City, Missouri  
October 21, 2003

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated January 22, 2003, with respect to the consolidated financial statements and schedule of Roadway Corporation incorporated by reference in the Registration Statement (Form S-3) of Yellow Corporation for the registration of its 5.0% Contingent Convertible Senior Notes due 2023, the guarantees related thereto and 6,371,050 shares of its common stock into which the notes are convertible.

Ernst & Young LLP

Akron, Ohio  
October 21, 2003

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT  
OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A  
TRUSTEE PURSUANT TO SECTION 305(b) (2)

-----

DEUTSCHE BANK TRUST COMPANY AMERICAS  
(formerly BANKERS TRUST COMPANY)  
(Exact name of trustee as specified in its charter)

NEW YORK 13-4941247

(Jurisdiction of Incorporation or (I.R.S. Employer  
organization if not a U.S. national bank) Identification no.)

60 WALL STREET 10005  
NEW YORK, NEW YORK (Zip Code)  
(Address of principal  
executive offices)

Deutsche Bank Trust Company Americas  
Attention: Will Christoph  
Legal Department  
1301 6/th/ Avenue, 8/th/ Floor  
New York, New York 10019  
(212) 469-0378  
(Name, address and telephone number of agent for service)

-----

Yellow Corporation  
(Exact name of Registrant as specified in its charter)

Delaware 48-0948788  
(State or other jurisdiction (IRS Employer Identification No.)  
of incorporation or organization)

10990 Roe Avenue  
Overland Park, Kansas 66211  
(913) 696-6100  
(Address, including zip code and telephone number, including  
area code, of registrant's principal executive offices)

5.0% Contingent Convertible Senior Notes due 2023

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Item 1. General Information.

Furnish the following information as to the trustee.

- (a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
-----	-----
Federal Reserve Bank (2nd District)	New York, NY
Federal Deposit Insurance Corporation	Washington, D.C.
New York State Banking Department	Albany, NY

- (b) Whether it is authorized to exercise corporate trust powers.  
Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the Trustee, describe each such affiliation.

None.

Item 3.-15. Not Applicable

Item 16. List of Exhibits.

- Exhibit 1 - Restated Organization Certificate of Bankers Trust Company dated August 6, 1998, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 25, 1998, Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated December 16, 1998, and Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated February 22, 2002, copies attached.
- Exhibit 2 - Certificate of Authority to commence business - Incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 33-21047.
- Exhibit 3 - Authorization of the Trustee to exercise corporate trust powers - Incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 33-21047.
- Exhibit 4 - Existing By-Laws of Bankers Trust Company, as amended on April 15, 2002. Copy attached.

Exhibit 5 - Not applicable.

Exhibit 6 - Consent of Bankers Trust Company required by Section 321(b) of the Act. - Incorporated herein by reference to Exhibit 4 filed with Form T-1 Statement, Registration No. 22-18864.

Exhibit 7 - The latest report of condition of Deutsche Bank Trust Company Americas dated as of June 30, 2003. Copy attached.

Exhibit 8 - Not Applicable.

Exhibit 9 - Not Applicable.



SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Deutsche Bank Trust Company Americas, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on this 15/th/day of October, 2003.

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Annie Jaghatspanyan

-----  
Annie Jaghatspanyan  
Associate

State of New York,

Banking Department

I, MANUEL KURSKY, Deputy Superintendent of Banks of the State of New York, DO HEREBY APPROVE the annexed Certificate entitled "CERTIFICATE OF AMENDMENT OF THE ORGANIZATION CERTIFICATE OF BANKERS TRUST COMPANY Under Section 8005 of the Banking Law," dated September 16, 1998, providing for an increase in authorized capital stock from \$3,001,666,670 consisting of 200,166,667 shares with a par value of \$10 each designated as Common Stock and 1,000 shares with a par value of \$1,000,000 each designated as Series Preferred Stock to \$3,501,666,670 consisting of 200,166,667 shares with a par value of \$10 each designated as Common Stock and 1,500 shares with a par value of \$1,000,000 each designated as Series Preferred Stock.

Witness, my hand and official seal of the Banking Department at the City of New York,

this 25th day of September in the Year of our Lord one thousand nine hundred and ninety-eight.

Manuel Kursky

-----  
Deputy Superintendent of Banks

RESTATED  
ORGANIZATION  
CERTIFICATE  
OF  
BANKERS TRUST COMPANY

-----  
Under Section 8007  
Of the Banking Law  
-----

Bankers Trust Company  
1301 6/th/ Avenue, 8/th/ Floor  
New York, N.Y. 10019

Counterpart Filed in the Office of the Superintendent of Banks, State of New  
York, August 31, 1998

RESTATED ORGANIZATION CERTIFICATE  
OF  
BANKERS TRUST  
Under Section 8007 of the Banking Law

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We, James T. Byrne, Jr. and Lea Lahtinen, being respectively a Managing Director and an Assistant Secretary and a Vice President and an Assistant Secretary of BANKERS TRUST COMPANY, do hereby certify:

1. The name of the corporation is Bankers Trust Company.
2. The organization certificate of the corporation was filed by the Superintendent of Banks of the State of New York on March 5, 1903.
3. The text of the organization certificate, as amended heretofore, is hereby restated without further amendment or change to read as herein-set forth in full, to wit:

"Certificate of Organization  
of  
Bankers Trust Company

Know All Men By These Presents That we, the undersigned, James A. Blair, James G. Cannon, E. C. Converse, Henry P. Davison, Granville W. Garth, A. Barton Hepburn, Will Logan, Gates W. McGarrah, George W. Perkins, William H. Porter, John F. Thompson, Albert H. Wiggin, Samuel Woolverton and Edward F. C. Young, all being persons of full age and citizens of the United States, and a majority of us being residents of the State of New York, desiring to form a corporation to be known as a Trust Company, do hereby associate ourselves together for that purpose under and pursuant to the laws of the State of New York, and for such purpose we do hereby, under our respective hands and seals, execute and duly acknowledge this Organization Certificate in duplicate, and hereby specifically state as follows, to wit:

I. The name by which the said corporation shall be known is Bankers Trust Company.

II. The place where its business is to be transacted is the City of New York, in the State of New York.

III. Capital Stock: The amount of capital stock which the corporation is hereafter to have is Three Billion One Million, Six Hundred Sixty-Six Thousand, Six Hundred Seventy Dollars (\$3,001,666,670), divided into Two Hundred Million, One Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven (200,166,667) shares with a par value of \$10 each designated as Common Stock and 1,000 shares with a par value of One Million Dollars (\$1,000,000) each designated as Series Preferred Stock.

(a) Common Stock

1. Dividends: Subject to all of the rights of the Series Preferred Stock, dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the corporation legally available for the payment of dividends.

2. Voting Rights: Except as otherwise expressly provided with respect to the Series Preferred Stock or with respect to any series of the Series Preferred Stock, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes, each holder of the Common Stock being entitled to one vote for each share thereof held.

3. Liquidation: Upon any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, and after the holders of the Series Preferred Stock of each series shall have been paid in full the amounts to which they respectively shall be entitled, or a sum sufficient for the payment in full set aside, the remaining net assets of the corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests, to the exclusion of the holders of the Series Preferred Stock.

4. Preemptive Rights: No holder of Common Stock of the corporation shall be entitled, as such, as a matter of right, to subscribe for or purchase any part of any new or additional issue of stock of any class or series whatsoever, any rights or options to purchase stock of any class or series whatsoever, or any securities convertible into, exchangeable for or carrying rights or options to purchase stock of any class or series whatsoever, whether now or hereafter authorized, and whether issued for cash or other consideration, or by way of dividend or other distribution.

(b) Series Preferred Stock

1. Board Authority: The Series Preferred Stock may be issued from time to time by the Board of Directors as herein provided in one or more series. The designations, relative rights, preferences and limitations of the Series Preferred Stock, and particularly of the shares of each series thereof, may, to the extent permitted by law, be similar to or may differ from those of any other series. The Board of Directors of the corporation is hereby expressly granted authority, subject to the provisions of this Article III, to issue from time to time Series Preferred Stock in one or more series and to fix from time to time before issuance thereof, by filing a certificate pursuant to the Banking Law, the number of shares in each such series of such class and all designations, relative rights (including the right, to the extent permitted by law, to convert into shares of any class or into shares of any series of any class), preferences and limitations of the shares in each such series, including, but without limiting the generality of the foregoing, the following:

(i) The number of shares to constitute such series (which number may at any time, or from time to time, be increased or decreased by the Board of Directors, notwithstanding that shares of the series may be outstanding at the time of such increase or decrease, unless the Board of Directors shall have otherwise provided in creating such series) and the distinctive designation thereof;

(ii) The dividend rate on the shares of such series, whether or not dividends on the shares of such series shall be cumulative, and the date or dates, if any, from which dividends thereon shall be cumulative;

(iii) Whether or not the share of such series shall be redeemable, and, if redeemable, the date or dates upon or after which they shall be redeemable, the amount or amounts per share (which shall be, in the case of each share, not less than its preference upon involuntary liquidation, plus an amount equal to all dividends thereon accrued and unpaid, whether or not earned or declared) payable thereon in the case of the redemption thereof, which amount may vary at different redemption dates or otherwise as permitted by law;

(iv) The right, if any, of holders of shares of such series to convert the same into, or exchange the same for, Common Stock or other stock as permitted by law, and the terms and conditions of such conversion or exchange, as well as provisions for adjustment of the conversion rate in such events as the Board of Directors shall determine;

(v) The amount per share payable on the shares of such series upon the voluntary and involuntary liquidation, dissolution or winding up of the corporation;

(vi) Whether the holders of shares of such series shall have voting power, full or limited, in addition to the voting powers provided by law and, in case additional voting powers are accorded, to fix the extent thereof; and

(vii) Generally to fix the other rights and privileges and any qualifications, limitations or restrictions of such rights and privileges of such series, provided, however, that no such rights, privileges, qualifications, limitations or restrictions shall be in conflict with the organization certificate of the corporation or with the resolution or resolutions adopted by the Board of Directors providing for the issue of any series of which there are shares outstanding.

All shares of Series Preferred Stock of the same series shall be identical in all respects, except that shares of any one series issued at different times may differ as to dates, if any, from which dividends thereon may accumulate. All shares of Series Preferred Stock of all series shall be of equal rank and shall be identical in all respects except that to the extent not otherwise limited in this Article III any series may differ from any other series with respect to any one or more of the designations, relative rights, preferences and limitations described or referred to in subparagraphs (I) to (vii) inclusive above.

2. Dividends: Dividends on the outstanding Series Preferred Stock of each series shall be declared and paid or set apart for payment before any dividends shall be declared and paid or set apart for payment on the Common Stock with respect to the same quarterly dividend period. Dividends on any shares of Series Preferred Stock shall be cumulative only if and to the extent set forth in a certificate filed pursuant to law. After dividends on all shares of Series Preferred Stock (including cumulative dividends if and to the extent any such shares shall be entitled thereto) shall have been declared and paid or set apart for payment with respect to any quarterly dividend period, then and not otherwise so long as any shares of Series Preferred Stock shall remain outstanding, dividends may be declared and paid or set apart for payment with respect to the same quarterly dividend period on the Common Stock out the assets or funds of the corporation legally available therefor.

All Shares of Series Preferred Stock of all series shall be of equal rank, preference and priority as to dividends irrespective of whether or not the rates of dividends to which the same shall be entitled shall be the same and when the stated dividends are not paid in full, the shares of all series of the Series Preferred Stock shall share ratably in the payment thereof in accordance with the sums which would be payable on such shares if all dividends were paid in full, provided, however, that any two or more series of the Series Preferred Stock may differ from each other as to the existence and extent of the right to cumulative dividends, as aforesaid.

3. Voting Rights: Except as otherwise specifically provided in the certificate filed pursuant to law with respect to any series of the Series Preferred Stock, or as otherwise provided by law, the Series Preferred Stock shall not have any right to vote for the election of directors or for any other purpose and the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes.

4. Liquidation: In the event of any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, each series of Series Preferred Stock shall have preference and priority over the Common Stock for payment of the amount to which each outstanding series of Series Preferred Stock shall be entitled in accordance with the provisions thereof and each holder of Series Preferred Stock shall be entitled to be paid in full such amount, or have a sum sufficient for the payment in full set aside, before any payments shall be made to the holders of the Common Stock. If, upon liquidation, dissolution or winding up of the corporation, the assets of the corporation or proceeds thereof, distributable among the holders of the shares of all series of the Series Preferred Stock shall be insufficient to pay in full the preferential amount aforesaid, then such assets, or the proceeds thereof, shall be distributed among such holders ratably in accordance with the respective amounts which would be payable if all amounts payable thereon were paid in full. After the payment to the holders of Series Preferred Stock of all such amounts to

which they are entitled, as above provided, the remaining assets and funds of the corporation shall be divided and paid to the holders of the Common Stock.

5. Redemption: In the event that the Series Preferred Stock of any series shall be made redeemable as provided in clause (iii) of paragraph 1 of section (b) of this Article III, the corporation, at the option of the Board of Directors, may redeem at any time or times, and from time to time, all or any part of any one or more series of Series Preferred Stock outstanding by paying for each share the then applicable redemption price fixed by the Board of Directors as provided herein, plus an amount equal to accrued and unpaid dividends to the date fixed for redemption, upon such notice and terms as may be specifically provided in the certificate filed pursuant to law with respect to the series.

6. Preemptive Rights: No holder of Series Preferred Stock of the corporation shall be entitled, as such, as a matter of right, to subscribe for or purchase any part of any new or additional issue of stock of any class or series whatsoever, any rights or options to purchase stock of any class or series whatsoever, or any securities convertible into, exchangeable for or carrying rights or options to purchase stock of any class or series whatsoever, whether now or hereafter authorized, and whether issued for cash or other consideration, or by way of dividend.

(c) Provisions relating to Floating Rate Non-Cumulative Preferred Stock, Series A. (Liquidation value \$1,000,000 per share.)

1. Designation: The distinctive designation of the series established hereby shall be "Floating Rate Non-Cumulative Preferred Stock, Series A" (hereinafter called "Series A Preferred Stock").

2. Number: The number of shares of Series A Preferred Stock shall initially be 250 shares. Shares of Series A Preferred Stock redeemed, purchased or otherwise acquired by the corporation shall be cancelled and shall revert to authorized but unissued Series Preferred Stock undesignated as to series.

3. Dividends:

(a) Dividend Payments Dates. Holders of the Series A Preferred Stock shall be entitled to receive non-cumulative cash dividends when, as and if declared by the Board of Directors of the corporation, out of funds legally available therefor, from the date of original issuance of such shares (the "Issue Date") and such dividends will be payable on March 28, June 28, September 28 and December 28 of each year ("Dividend Payment Date") commencing September 28, 1990, at a rate per annum as determined in paragraph 3(b) below. The period beginning on the Issue Date and ending on the day preceding the first Dividend Payment Date and each successive period beginning on a Dividend Payment Date and ending on the date preceding the next succeeding Dividend Payment Date is herein called a "Dividend Period". If any Dividend Payment Date shall be, in The City of New York, a Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment will be postponed to the next succeeding business day with the same force and effect as if made on the Dividend Payment Date, and no interest shall accrue for such Dividend Period after such Dividend Payment Date.

(b) Dividend Rate. The dividend rate from time to time payable in respect of Series A Preferred Stock (the "Dividend Rate") shall be determined on the basis of the following provisions:

(i) On the Dividend Determination Date, LIBOR will be determined on the basis of the offered rates for deposits in U.S. dollars having a maturity of three months commencing on the second London Business Day immediately following such Dividend Determination Date, as such rates appear on the Reuters Screen LIBO Page as of 11:00 A.M. London time, on such Dividend Determination Date. If at least two such offered rates appear on the Reuters Screen LIBO Page, LIBOR in respect of such Dividend Determination Dates will be the arithmetic mean (rounded to the nearest one-hundredth of a percent, with five one-thousandths of a percent rounded upwards) of such offered rates. If fewer than those offered rates appear, LIBOR in respect of such Dividend Determination Date will be determined as described in paragraph (ii) below.

(ii) On any Dividend Determination Date on which fewer than those offered rates for the applicable maturity appear on the Reuters Screen LIBO Page as specified in paragraph (I) above, LIBOR will be determined on the basis of the rates at which deposits in U.S. dollars having a maturity of three months commencing on the second London Business Day immediately following such Dividend Determination Date and in a principal amount of not less than \$1,000,000 that is representative of a single transaction in such market at such time are offered by three major banks in the London interbank market selected by the corporation at approximately 11:00 A.M., London time, on such Dividend Determination Date to prime banks in the London market. The corporation will request the principal London office of each of such banks to provide a quotation of its rate. If at least two such quotations are provided, LIBOR in respect of such Dividend Determination Date will be the arithmetic mean (rounded to the nearest one-hundredth of a percent, with five one-thousandths of a percent rounded upwards) of such quotations. If fewer than two quotations are provided, LIBOR in respect of such Dividend Determination Date will be the arithmetic mean (rounded to the nearest one-hundredth of a percent, with five one-thousandths of a percent rounded upwards) of the rates quoted by three major banks in New York City selected by the corporation at approximately 11:00 A.M., New York City time, on such Dividend Determination Date for loans in U.S. dollars to leading European banks having a maturity of three months commencing on the second London Business Day immediately following such Dividend Determination Date and in a principal amount of not less than \$1,000,000 that is representative of a single transaction in such market at such time; provided, however, that if the banks selected as aforesaid by the corporation are not quoting as aforementioned in this sentence, then, with respect to such Dividend Period, LIBOR for the preceding Dividend Period will be continued as LIBOR for such Dividend Period.

(ii) The Dividend Rate for any Dividend Period shall be equal to the lower of 18% or 50 basis points above LIBOR for such Dividend Period as LIBOR is determined by sections (I) or (ii) above.

As used above, the term "Dividend Determination Date" shall mean, with respect to any Dividend Period, the second London Business Day prior to the commencement of such Dividend Period; and the term "London Business Day" shall mean any day that is not a Saturday or Sunday and that, in New York City, is not a day on which banking institutions generally are authorized or required by law or executive order to close and that is a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

4. Voting Rights: The holders of the Series A Preferred Stock shall have the voting power and rights set forth in this paragraph 4 and shall have no other voting power or rights except as otherwise may from time to time be required by law.

So long as any shares of Series A Preferred Stock remain outstanding, the corporation shall not, without the affirmative vote or consent of the holders of at least a majority of the votes of the Series Preferred Stock entitled to vote outstanding at the time, given in person or by proxy, either in writing or by resolution adopted at a meeting at which the holders of Series A Preferred Stock (alone or together with the holders of one or more other series of Series Preferred Stock at the time outstanding and entitled to vote) vote separately as a class, alter the provisions of the Series Preferred Stock so as to materially adversely affect its rights; provided, however, that in the event any such materially adverse alteration affects the rights of only the Series A Preferred Stock, then the alteration may be effected with the vote or consent of at least a majority of the votes of the Series A Preferred Stock; provided, further, that an increase in the amount of the authorized Series Preferred Stock and/or the creation and/or issuance of other series of Series Preferred Stock in accordance with the organization certificate shall not be, nor be deemed to be, materially adverse alterations. In connection with the exercise of the voting rights contained in the preceding sentence, holders of all series of Series Preferred Stock which are granted such voting rights (of which the Series A Preferred Stock is the initial series) shall vote as a class (except as specifically provided otherwise) and each holder of Series A Preferred Stock shall have one vote for each share of stock held and each other series shall have such number of votes, if any, for each share of stock held as may be granted to them.

The foregoing voting provisions will not apply if, in connection with the matters specified, provision is made for the redemption or retirement of all outstanding Series A Preferred Stock.



5. Liquidation: Subject to the provisions of section (b) of this Article III, upon any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, the holders of the Series A Preferred Stock shall have preference and priority over the Common Stock for payment out of the assets of the corporation or proceeds thereof, whether from capital or surplus, of \$1,000,000 per share (the "liquidation value") together with the amount of all dividends accrued and unpaid thereon, and after such payment the holders of Series A Preferred Stock shall be entitled to no other payments.

6. Redemption: Subject to the provisions of section (b) of this Article III, Series A Preferred Stock may be redeemed, at the option of the corporation in whole or part, at any time or from time to time at a redemption price of \$1,000,000 per share, in each case plus accrued and unpaid dividends to the date of redemption.

At the option of the corporation, shares of Series A Preferred Stock redeemed or otherwise acquired may be restored to the status of authorized but unissued shares of Series Preferred Stock.

In the case of any redemption, the corporation shall give notice of such redemption to the holders of the Series A Preferred Stock to be redeemed in the following manner: a notice specifying the shares to be redeemed and the time and place of redemption (and, if less than the total outstanding shares are to be redeemed, specifying the certificate numbers and number of shares to be redeemed) shall be mailed by first class mail, addressed to the holders of record of the Series A Preferred Stock to be redeemed at their respective addresses as the same shall appear upon the books of the corporation, not more than sixty (60) days and not less than thirty (30) days previous to the date fixed for redemption. In the event such notice is not given to any shareholder such failure to give notice shall not affect the notice given to other shareholders. If less than the whole amount of outstanding Series A Preferred Stock is to be redeemed, the shares to be redeemed shall be selected by lot or pro rata in any manner determined by resolution of the Board of Directors to be fair and proper. From and after the date fixed in any such notice as the date of redemption (unless default shall be made by the corporation in providing moneys at the time and place of redemption for the payment of the redemption price) all dividends upon the Series A Preferred Stock so called for redemption shall cease to accrue, and all rights of the holders of said Series A Preferred Stock as stockholders in the corporation, except the right to receive the redemption price (without interest) upon surrender of the certificate representing the Series A Preferred Stock so called for redemption, duly endorsed for transfer, if required, shall cease and terminate. The corporation's obligation to provide moneys in accordance with the preceding sentence shall be deemed fulfilled if, on or before the redemption date, the corporation shall deposit with a bank or trust company (which may be an affiliate of the corporation) having an office in the Borough of Manhattan, City of New York, having a capital and surplus of at least \$5,000,000 funds necessary for such redemption, in trust with irrevocable instructions that such funds be applied to the redemption of the shares of Series A Preferred Stock so called for redemption. Any interest accrued on such funds shall be paid to the corporation from time to time. Any funds so deposited and unclaimed at the end of two (2) years from such redemption date shall be released or repaid to the corporation, after which the holders of such shares of Series A Preferred Stock so called for redemption shall look only to the corporation for payment of the redemption price.

IV. The name, residence and post office address of each member of the corporation are as follows:

Name	Residence	Post Office Address
-----	-----	-----
James A. Blair	9 West 50/th/ Street, Manhattan, New York City	33 Wall Street, Manhattan, New York City
James G. Cannon	72 East 54/th/ Street, Manhattan New York City	14 Nassau Street, Manhattan, New York City
E. C. Converse	3 East 78/th/ Street, Manhattan, New York City	139 Broadway, Manhattan, New York City
Henry P. Davison	Englewood,	2 Wall Street,

	New Jersey	Manhattan, New York City
Granville W. Garth	160 West 57/th/ Street, Manhattan, New York City	33 Wall Street Manhattan, New York City
A. Barton Hepburn	205 West 57/th/ Street Manhattan, New York City	83 Cedar Street Manhattan, New York City
William Logan	Montclair, New Jersey	13 Nassau Street Manhattan, New York City
George W. Perkins	Riverdale, New York	23 Wall Street, Manhattan, New York City
William H. Porter	56 East 67/th/ Street Manhattan, New York City	270 Broadway, Manhattan, New York City
John F. Thompson	Newark, New Jersey	143 Liberty Street, Manhattan, New York City
Albert H. Wiggin	42 West 49/th/ Street, Manhattan, New York City	214 Broadway, Manhattan, New York City
Samuel Woolverton	Mount Vernon, New York	34 Wall Street, Manhattan, New York City
Edward F.C. Young	85 Glenwood Avenue, Jersey City, New Jersey	1 Exchange Place, Jersey City, New Jersey

V. The existence of the corporation shall be perpetual.

VI. The subscribers, the members of the said corporation, do, and each for himself does, hereby declare that he will accept the responsibilities and faithfully discharge the duties of a director therein, if elected to act as such, when authorized accordance with the provisions of the Banking Law of the State of New York.

VII. The number of directors of the corporation shall not be less than 10 nor more than 25."

4. The foregoing restatement of the organization certificate was authorized by the Board of Directors of the corporation at a meeting held on July 21, 1998.

IN WITNESS WHEREOF, we have made and subscribed this certificate this 6/th/ day of August, 1998.

IN WITNESS WHEREOF, we have made and subscribed this certificate this 6th day of August, 1998.

James T. Byrne, Jr.  
-----  
James T. Byrne, Jr.  
Managing Director and Secretary

Lea Lahtinen  
-----  
Lea Lahtinen

Vice President and Assistant Secretary

Lea Lahtinen

-----

Lea Lahtinen

State of New York            )  
                              ) ss:  
County of New York         )

Lea Lahtinen, being duly sworn, deposes and says that she is a Vice President and an Assistant Secretary of Bankers Trust Company, the corporation described in the foregoing certificate; that she has read the foregoing certificate and knows the contents thereof, and that the statements herein contained are true.

Lea Lahtinen  
-----  
Lea Lahtinen

Sworn to before me this  
6th day of August, 1998.

Sandra L. West  
-----  
Notary Public

SANDRA L. WEST  
Notary Public State of New York  
No. 31-4942101  
Qualified in New York County  
Commission Expires September 19, 1998

State of New York,

Banking Department

I, MANUEL KURSKY, Deputy Superintendent of Banks of the State of New York,  
DO HEREBY APPROVE the annexed Certificate entitled "RESTATED ORGANIZATION  
CERTIFICATE OF BANKERS TRUST COMPANY Under Section 8007 of the Banking Law,"  
dated August 6, 1998, providing for the restatement of the Organization  
Certificate and all amendments into a single certificate.

Witness, my hand and official seal of the Banking Department at the City of New  
York,

this 31st day of August in the Year of our Lord one  
thousand nine hundred and ninety-eight.

Manuel Kursky

-----  
Deputy Superintendent of Banks

CERTIFICATE OF AMENDMENT

OF THE

ORGANIZATION CERTIFICATE

OF BANKERS TRUST

Under Section 8005 of the Banking Law

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We, James T. Byrne, Jr. and Lea Lahtinen, being respectively a Managing Director and Secretary and a Vice President and an Assistant Secretary of Bankers Trust Company, do hereby certify:

1. The name of the corporation is Bankers Trust Company.
2. The organization certificate of said corporation was filed by the Superintendent of Banks on the 5th of March, 1903.
3. The organization certificate as heretofore amended is hereby amended to increase the aggregate number of shares which the corporation shall have authority to issue and to increase the amount of its authorized capital stock in conformity therewith.
4. Article III of the organization certificate with reference to the authorized capital stock, the number of shares into which the capital stock shall be divided, the par value of the shares and the capital stock outstanding, which reads as follows:

"III. The amount of capital stock which the corporation is hereafter to have is Three Billion, One Million, Six Hundred Sixty-Six Thousand, Six Hundred Seventy Dollars (\$3,001,666,670), divided into Two Hundred Million, One Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven (200,166,667) shares with a par value of \$10 each designated as Common Stock and 1000 shares with a par value of One Million Dollars (\$1,000,000) each designated as Series Preferred Stock."

is hereby amended to read as follows:

"III. The amount of capital stock which the corporation is hereafter to have is Three Billion, Five Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Seventy Dollars (\$3,501,666,670), divided into Two Hundred Million, One Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven (200,166,667) shares with a par value of \$10 each designated as Common Stock and 1500 shares with a par value of One Million Dollars (\$1,000,000) each designated as Series Preferred Stock."

5. The foregoing amendment of the organization certificate was authorized by unanimous written consent signed by the holder of all outstanding shares entitled to vote thereon.

IN WITNESS WHEREOF, we have made and subscribed this certificate this 25th day of September, 1998

James T. Byrne, Jr.

-----  
James T. Byrne, Jr.  
Managing Director and Secretary

Lea Lahtinen

-----  
Lea Lahtinen  
Vice President and Assistant Secretary

State of New York        )  
                          ) ss:  
County of New York     )

Lea Lahtinen, being fully sworn, deposes and says that she is a Vice President and an Assistant Secretary of Bankers Trust Company, the corporation described in the foregoing certificate; that she has read the foregoing certificate and knows the contents thereof, and that the statements herein contained are true.

Lea Lahtinen

-----  
Lea Lahtinen

Sworn to before me this 25/th/ day  
of September, 1998

Sandra L. West

- - - - -  
Notary Public

SANDRA L. WEST  
Notary Public State of New York  
No. 31-4942101  
Qualified in New York County  
Commission Expires September 19, 2000

State of New York,

Banking Department

I, P. VINCENT CONLON, Deputy Superintendent of Banks of the State of New York, DO HEREBY APPROVE the annexed Certificate entitled "CERTIFICATE OF AMENDMENT OF THE ORGANIZATION CERTIFICATE OF BANKERS TRUST COMPANY Under Section 8005 of the Banking Law," dated December 16, 1998, providing for an increase in authorized capital stock from \$3,501,666,670 consisting of 200,166,667 shares with a par value of \$10 each designated as Common Stock and 1,500 shares with a par value of \$1,000,000 each designated as Series Preferred Stock to \$3,627,308,670 consisting of 212,730,867 shares with a par value of \$10 each designated as Common Stock and 1,500 shares with a par value of \$1,000,000 each designated as Series Preferred Stock.

Witness, my hand and official seal of the Banking Department at the City of New York,

this 18th day of December in the Year of our Lord one thousand nine hundred and ninety-eight.

P. Vincent Conlon

-----  
Deputy Superintendent of Banks



CERTIFICATE OF AMENDMENT

OF THE

ORGANIZATION CERTIFICATE

OF BANKERS TRUST

Under Section 8005 of the Banking Law

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We, James T. Byrne, Jr. and Lea Lahtinen, being respectively a Managing Director and Secretary and a Vice President and an Assistant Secretary of Bankers Trust Company, do hereby certify:

1. The name of the corporation is Bankers Trust Company.
2. The organization certificate of said corporation was filed by the Superintendent of Banks on the 5th of March, 1903.
3. The organization certificate as heretofore amended is hereby amended to increase the aggregate number of shares which the corporation shall have authority to issue and to increase the amount of its authorized capital stock in conformity therewith.
4. Article III of the organization certificate with reference to the authorized capital stock, the number of shares into which the capital stock shall be divided, the par value of the shares and the capital stock outstanding, which reads as follows:

"III. The amount of capital stock which the corporation is hereafter to have is Three Billion, Five Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Seventy Dollars (\$3,501,666,670), divided into Two Hundred Million, One Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven (200,166,667) shares with a par value of \$10 each designated as Common Stock and 1500 shares with a par value of One Million Dollars (\$1,000,000) each designated as Series Preferred Stock."

is hereby amended to read as follows:

"III. The amount of capital stock which the corporation is hereafter to have is Three Billion, Six Hundred Twenty-Seven Million, Three Hundred Eight Thousand, Six Hundred Seventy Dollars (\$3,627,308,670), divided into Two Hundred Twelve Million, Seven Hundred Thirty Thousand, Eight Hundred Sixty- Seven (212,730,867) shares with a par value of \$10 each designated as Common Stock and 1500 shares with a par value of One Million Dollars (\$1,000,000) each designated as Series Preferred Stock."

5. The foregoing amendment of the organization certificate was authorized by unanimous written consent signed by the holder of all outstanding shares entitled to vote thereon.

IN WITNESS WHEREOF, we have made and subscribed this certificate this 16th day of December, 1998

James T. Byrne, Jr.

-----  
James T. Byrne, Jr.  
Managing Director and Secretary

Lea Lahtinen

-----  
Lea Lahtinen  
Vice President and Assistant Secretary

State of New York        )  
                          ) ss:  
County of New York     )

Lea Lahtinen, being fully sworn, deposes and says that she is a Vice President and an Assistant Secretary of Bankers Trust Company, the corporation described in the foregoing certificate; that she has read the foregoing certificate and knows the contents thereof, and that the statements herein contained are true.

Lea Lahtinen

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Lea Lahtinen

Sworn to before me this 16/th/ day  
of December, 1998

Sandra L. West

- - - - -  
Notary Public

SANDRA L. WEST  
Notary Public State of New York  
No. 31-4942101  
Qualified in New York County  
Commission Expires September 19, 2000

BANKERS TRUST COMPANY

ASSISTANT SECRETARY'S CERTIFICATE

I, Lea Lahtinen, Vice President and Assistant Secretary of Bankers Trust Company, a corporation duly organized and existing under the laws of the State of New York, the United States of America, do hereby certify that attached copy of the Certificate of Amendment of the Organization Certificate of Bankers Trust Company, dated February 27, 2002, providing for a change of name of Bankers Trust Company to Deutsche Bank Trust Company Americas and approved by the New York State Banking Department on March 14, 2002 to effective on April 15, 2002, is a true and correct copy of the original Certificate of Amendment of the Organization Certificate of Bankers Trust Company on file in the Banking Department, State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Bankers Trust Company this 4th day of April, 2002.

[SEAL]

/s/ Lea Lahtinen  
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Lea Lahtinen, Vice President and  
Assistant Secretary  
Bankers Trust Company

State of New York        )  
                          ) ss.:  
County of New York     )

On the 4th day of April in the year 2002 before me, the undersigned, a Notary Public in and for said state, personally appeared Lea Lahtinen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

/s/ Sonja K. Olsen  
-----  
Notary Public

SONJA K. OLSEN  
Notary Public, State of New York  
No. 010L4974457  
Qualified in New York County  
Commission Expires November 13, 2002

State of New York,

Banking Department

I, P. VINCENT CONLON, Deputy Superintendent of Banks of the State of New York,  
DO HEREBY APPROVE the annexed Certificate entitled "CERTIFICATE OF AMENDMENT OF  
THE ORGANIZATION CERTIFICATE OF BANKERS TRUST COMPANY under Section 8005 of the  
Banking Law" dated February 27, 2002, providing for a change of name of BANKERS  
TRUST COMPANY to DEUTSCHE BANK TRUST COMPANY AMERICAS.

Witness, my hand and official seal of the Banking Department at the City of New  
York,

this 14th day of March two thousand and two.

/s/ P. Vincent Conlon

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Deputy Superintendent of Banks

CERTIFICATE OF AMENDMENT

OF THE

ORGANIZATION CERTIFICATE

OF

BANKERS TRUST COMPANY

Under Section 8005 of the Banking Law

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We, James T. Byrne Jr., and Lea Lahtinen, being respectively the Secretary, and Vice President and an Assistant Secretary of Bankers Trust Company, do hereby certify:

1. The name of corporation is Bankers Trust Company.
2. The organization certificate of said corporation was filed by the Superintendent of Banks on the 5th day of March, 1903.
3. Pursuant to Section 8005 of the Banking Law, attached hereto as Exhibit A is a certificate issued by the State of New York, Banking Department listing all of the amendments to the Organization Certificate of Bankers Trust Company since its organization that have been filed in the Office of the Superintendent of Banks.
4. The organization certificate as heretofore amended is hereby amended to change the name of Bankers Trust Company to Deutsche Bank Trust Company Americas to be effective on April 15, 2002.
5. The first paragraph number 1 of the organization of Bankers Trust Company with the reference to the name of the Bankers Trust Company, which reads as follows:

"1. The name of the corporation is Bankers Trust Company."

is hereby amended to read as follows effective on April 15, 2002:

"1. The name of the corporation is Deutsche Bank Trust Company Americas."

6. The foregoing amendment of the organization certificate was authorized by unanimous written consent signed by the holder of all outstanding shares entitled to vote thereon.

IN WITNESS WHEREOF, we have made and subscribed this certificate this 27th day of February, 2002.

/s/ James T. Byrne Jr.

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James T. Byrne Jr.  
Secretary

/s/ Lea Lahtinen

-----  
Lea Lahtinen  
Vice President and Assistant  
Secretary

State of New York        )  
                          ) ss.:  
County of New York     )

Lea Lahtinen, being duly sworn, deposes and says that she is a Vice President and an Assistant Secretary of Bankers Trust Company, the corporation described in the foregoing certificate; that she has read the foregoing certificate and knows the contents thereof, and that the statements therein contained are true.

/s/ Lea Lahtinen

-----  
Lea Lahtinen

Sworn to before me this 27th day  
of February, 2002

/s/ Sandra L. West

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Notary Public

SANDRA L. WEST  
Notary Public, State of New York  
No. 01WE4942401  
Qualified in New York County  
Commission Expires September 19, 2002

State of New York

Banking Department

I, P. VINCENT CONLON, Deputy Superintendent of Banks of the State of New York,  
DO HEREBY CERTIFY:

THAT, the records in the Office of the Superintendent of Banks indicate that BANKERS TRUST COMPANY is a corporation duly organized and existing under the laws of the State of New York as a trust company, pursuant to Article III of the Banking Law; and

THAT, the Organization Certificate of BANKERS TRUST COMPANY was filed in the Office of the Superintendent of Banks on March 5, 1903, and such corporation was authorized to commence business on March 24, 1903; and

THAT, the following amendments to its Organization Certificate have been filed in the Office of the Superintendent of Banks as of the dates specified:

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in number of directors - filed on  
January 14, 1905

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on August  
4, 1909

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in number of directors - filed on  
February 1, 1911

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in number of directors - filed on  
June 17, 1911

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on August  
8, 1911

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in number of directors - filed on  
August 8, 1911

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on March  
21, 1912

Certificate of Amendment of Certificate of Incorporation  
providing for a decrease in number of directors - filed on  
January 15, 1915

Certificate of Amendment of Certificate of Incorporation  
providing for a decrease in number of directors - filed on  
December 18, 1916

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on April  
20, 1917

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in number of directors - filed on  
April 20, 1917

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on  
December 28, 1918

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on  
December 4, 1919

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in number of directors - filed on  
January 15, 1926

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on June  
12, 1928

Certificate of Amendment of Certificate of Incorporation  
providing for a change in shares - filed on April 4, 1929

Certificate of Amendment of Certificate of Incorporation  
providing for a minimum and maximum number of directors -  
filed on January 11, 1934

Certificate of Extension to perpetual - filed on January 13,  
1941

Certificate of Amendment of Certificate of Incorporation  
providing for a minimum and maximum number of directors -  
filed on January 13, 1941

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on  
December 11, 1944

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed January  
30, 1953

Restated Certificate of Incorporation - filed November 6,  
1953

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on April  
8, 1955



Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on  
February 1, 1960

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on July  
14, 1960

Certificate of Amendment of Certificate of Incorporation  
providing for a change in shares - filed on September 30,  
1960

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on  
January 26, 1962

Certificate of Amendment of Certificate of Incorporation  
providing for a change in shares - filed on September 9,  
1963

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on  
February 7, 1964

Certificate of Amendment of Certificate of Incorporation  
providing for an increase in capital stock - filed on  
February 24, 1965

Certificate of Amendment of the Organization Certificate  
providing for a decrease in capital stock - filed January  
24, 1967

Restated Organization Certificate - filed June 1, 1971

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed October  
29, 1976

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed December  
22, 1977

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed August 5,  
1980

Restated Organization Certificate - filed July 1, 1982

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed December  
27, 1984

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed September  
18, 1986

Certificate of Amendment of the Organization Certificate  
providing for a minimum and maximum number of directors -  
filed January 22, 1990

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed June 28,  
1990

Restated Organization Certificate - filed August 20, 1990

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed June 26,  
1992

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed March 28,  
1994

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed June 23,  
1995

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed December  
27, 1995

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed March 21,  
1996

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed December  
27, 1996

Certificate of Amendment to the Organization Certificate  
providing for an increase in capital stock - filed June 27,  
1997

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed September  
26, 1997

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed December  
29, 1997

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed March 26,  
1998

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed June 23,  
1998

Restated Organization Certificate - filed August 31, 1998

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed September  
25, 1998

Certificate of Amendment of the Organization Certificate  
providing for an increase in capital stock - filed December  
18, 1998; and

Certificate of Amendment of the Organization Certificate  
providing for a change in the number of directors - filed  
September 3, 1999; and

THAT, no amendments to its Restated Organization Certificate have been filed in  
the Office of the Superintendent of Banks except those set forth above; and  
attached hereto; and

I DO FURTHER CERTIFY THAT, BANKERS TRUST COMPANY is validly existing as a  
banking organization with its principal office and place of business located at  
130 Liberty Street, New York, New York.

WITNESS, my hand and official seal of the Banking Department at the City of New  
York this 16th day of October in the Year Two Thousand and One.

/s/ P. Vincent Conlon

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Deputy Superintendent of Banks

DEUTSCHE BANK TRUST COMPANY AMERICAS

BY-LAWS

APRIL 15, 2002

Deutsche Bank Trust Company Americas

New York

BY-LAWS

of

Deutsche Bank Trust Company Americas

ARTICLE I

MEETINGS OF STOCKHOLDERS

SECTION 1. The annual meeting of the stockholders of this Company shall be held at the office of the Company in the Borough of Manhattan, City of New York, in January of each year, for the election of directors and such other business as may properly come before said meeting.

SECTION 2. Special meetings of stockholders other than those regulated by statute may be called at any time by a majority of the directors. It shall be the duty of the Chairman of the Board, the Chief Executive Officer, the President or any Co-President to call such meetings whenever requested in writing to do so by stockholders owning a majority of the capital stock.

SECTION 3. At all meetings of stockholders, there shall be present, either in person or by proxy, stockholders owning a majority of the capital stock of the Company, in order to constitute a quorum, except at special elections of directors, as provided by law, but less than a quorum shall have power to adjourn any meeting.

SECTION 4. The Chairman of the Board or, in his absence, the Chief Executive Officer or, in his absence, the President or any Co-President or, in their absence, the senior officer present, shall preside at meetings of the stockholders and shall direct the proceedings and the order of business. The Secretary shall act as secretary of such meetings and record the proceedings.

ARTICLE II

DIRECTORS

SECTION 1. The affairs of the Company shall be managed and its corporate powers exercised by a Board of Directors consisting of such number of directors, but not less than seven nor more than fifteen, as may from time to time be fixed by resolution adopted by a majority of the directors then in office, or by the stockholders. In the event of any increase in the number of directors, additional directors may be elected within the limitations so fixed, either by the stockholders or within the limitations imposed by law, by a majority of directors then in office. One-third of the number of directors, as fixed from time to time, shall constitute a quorum. Any one or more members of the Board of Directors or any Committee thereof may participate in a meeting of the Board of Directors or Committee thereof by means of a conference telephone, video conference or similar communications equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such a meeting.

All directors hereafter elected shall hold office until the next annual meeting of the stockholders and until their successors are elected and have qualified.

No Officer-Director who shall have attained age 65, or earlier relinquishes his responsibilities and title, shall be eligible to serve as a director.

SECTION 2. Vacancies not exceeding one-third of the whole number of the Board of Directors may be filled by the affirmative vote of a majority of the directors then in office, and the directors so elected shall hold office for the balance of the unexpired term.

SECTION 3. The Chairman of the Board shall preside at meetings of the Board of Directors. In his absence, the Chief Executive Officer or, in his absence the President or any Co-President or, in their absence such other director as the Board of Directors from time to time may designate shall preside at such meetings.

SECTION 4. The Board of Directors may adopt such Rules and Regulations for the conduct of its meetings and the management of the affairs of the Company as it may deem proper, not inconsistent with the laws of the State of New York, or these By-Laws, and all officers and employees shall strictly adhere to, and be bound by, such Rules and Regulations.

SECTION 5. Regular meetings of the Board of Directors shall be held from time to time provided, however, that the Board of Directors shall hold a regular meeting not less than six times a year, provided that during any three consecutive calendar months the Board of Directors shall meet at least once, and its Executive Committee shall not be required to meet at least once in each thirty day period during which the Board of Directors does not meet. Special meetings of the Board of Directors may be called upon at least two day's notice whenever it may be deemed proper by the Chairman of the Board or, the Chief Executive Officer or, the President or any Co-President or, in their absence, by such other director as the Board of Directors may have designated pursuant to Section 3 of this Article, and shall be called upon like notice whenever any three of the directors so request in writing.

SECTION 6. The compensation of directors as such or as members of committees shall be fixed from time to time by resolution of the Board of Directors.

### ARTICLE III

#### COMMITTEES

SECTION 1. There shall be an Executive Committee of the Board consisting of not less than five directors who shall be appointed annually by the Board of Directors. The Chairman of the Board shall preside at meetings of the Executive Committee. In his absence, the Chief Executive Officer or, in his absence, the President or any Co-President or, in their absence, such other member of the Committee as the Committee from time to time may designate shall preside at such meetings.

The Executive Committee shall possess and exercise to the extent permitted by law all of the powers of the Board of Directors, except when the latter is in session, and shall keep minutes of its proceedings, which shall be presented to the Board of Directors at its next subsequent meeting. All acts done and powers and authority conferred by the Executive Committee from time to time

shall be and be deemed to be, and may be certified as being, the act and under the authority of the Board of Directors.

A majority of the Committee shall constitute a quorum, but the Committee may act only by the concurrent vote of not less than one-third of its members, at least one of who must be a director other than an officer. Any one or more directors, even though not members of the Executive Committee, may attend any meeting of the Committee, and the member or members of the Committee present, even though less than a quorum, may designate any one or more of such directors as a substitute or substitutes for any absent member or members of the Committee, and each such substitute or substitutes shall be counted for quorum, voting, and all other purposes as a member or members of the Committee.

SECTION 2. There shall be an Audit Committee appointed annually by resolution adopted by a majority of the entire Board of Directors which shall consist of such number of directors, who are not also officers of the Company, as may from time to time be fixed by resolution adopted by the Board of Directors. The Chairman shall be designated by the Board of Directors, who shall also from time to time fix a quorum for meetings of the Committee. Such Committee shall conduct the annual directors' examinations of the Company as required by the New York State Banking Law; shall review the reports of all examinations made of the Company by public authorities and report thereon to the Board of Directors; and shall report to the Board of Directors such other matters as it deems advisable with respect to the Company, its various departments and the conduct of its operations.

In the performance of its duties, the Audit Committee may employ or retain, from time to time, expert assistants, independent of the officers or personnel of the Company, to make studies of the Company's assets and liabilities as the Committee may request and to make an examination of the accounting and auditing methods of the Company and its system of internal protective controls to the extent considered necessary or advisable in order to determine that the operations of the Company, including its fiduciary departments, are being audited by the General Auditor in such a manner as to provide prudent and adequate protection. The Committee also may direct the General Auditor to make such investigation as it deems necessary or advisable with respect to the Company, its various departments and the conduct of its operations. The Committee shall hold regular quarterly meetings and during the intervals thereof shall meet at other times on call of the Chairman.

SECTION 3. The Board of Directors shall have the power to appoint any other Committees as may seem necessary, and from time to time to suspend or continue the powers and duties of such Committees. Each Committee appointed pursuant to this Article shall serve at the pleasure of the Board of Directors.

ARTICLE IV

OFFICERS

SECTION 1. The Board of Directors shall elect from among their number a Chairman of the Board and a Chief Executive Officer; and shall also elect a President, or two or more Co-Presidents, and may also elect, one or more Vice Chairmen, one or more Executive Vice Presidents, one or more Managing Directors, one or more Senior Vice Presidents, one or more Directors, one or more Vice Presidents, one or more General Managers, a Secretary, a Controller, a Treasurer, a General Counsel, a General Auditor, a General Credit Auditor, who need not be directors. The officers of the corporation may also include such other officers or assistant officers as shall from time to time be elected or appointed by the Board. The Chairman of the Board or the Chief Executive Officer or, in their absence, the President or any Co-President, or any Vice Chairman, may from time to time appoint assistant officers. All officers elected or appointed by the Board of Directors shall hold their respective offices during the pleasure of the Board of Directors, and all assistant officers shall hold office at the pleasure of the Board or the Chairman of the Board or the Chief Executive Officer or, in their absence, the President, or any Co-President or any Vice Chairman. The Board of Directors may require any and all officers and employees to give security for the faithful performance of their duties.

SECTION 2. The Board of Directors shall designate the Chief Executive Officer of the Company who may also hold the additional title of Chairman of the Board, or President, or any Co-President, and such person shall have, subject to the supervision and direction of the Board of Directors or the Executive Committee, all of the powers vested in such Chief Executive Officer by law or by these By-Laws, or which usually attach or pertain to such office. The other officers shall have, subject to the supervision and direction of the Board of Directors or the Executive Committee or the Chairman of the Board or, the Chief Executive Officer, the powers vested by law or by these By-Laws in them as holders of their respective offices and, in addition, shall perform such other duties as shall be assigned to them by the Board of Directors or the Executive Committee or the Chairman of the Board or the Chief Executive Officer.

The General Auditor shall be responsible, through the Audit Committee, to the Board of Directors for the determination of the program of the internal audit function and the evaluation of the adequacy of the system of internal controls. Subject to the Board of Directors, the General Auditor shall have and may exercise all the powers and shall perform all the duties usual to such office and shall have such other powers as may be prescribed or assigned to him from time to time by the Board of Directors or vested in him by law or by these By-Laws. He shall perform such other duties and shall make such investigations, examinations and reports as may be prescribed or required by the Audit Committee. The General Auditor shall have unrestricted access to all records and premises of the Company and shall delegate such authority to his subordinates. He shall have the duty to report to the Audit Committee on all matters concerning the internal audit program and the adequacy of the system of internal controls of the Company which he deems advisable or which the Audit Committee may request. Additionally, the General Auditor shall have the duty of reporting independently of all officers of the Company to the Audit Committee at least quarterly on any matters concerning the internal audit program and the adequacy of the system of internal controls of the Company that should be brought to the attention of the directors except those matters responsibility for which has been vested in the General Credit Auditor. Should the General Auditor deem any matter to be of special immediate importance, he shall



report thereon forthwith to the Audit Committee. The General Auditor shall report to the Chief Financial Officer only for administrative purposes.

The General Credit Auditor shall be responsible to the Chief Executive Officer and, through the Audit Committee, to the Board of Directors for the systems of internal credit audit, shall perform such other duties as the Chief Executive Officer may prescribe, and shall make such examinations and reports as may be required by the Audit Committee. The General Credit Auditor shall have unrestricted access to all records and may delegate such authority to subordinates.

SECTION 3. The compensation of all officers shall be fixed under such plan or plans of position evaluation and salary administration as shall be approved from time to time by resolution of the Board of Directors.

SECTION 4. The Board of Directors, the Executive Committee, the Chairman of the Board, the Chief Executive Officer or any person authorized for this purpose by the Chief Executive Officer, shall appoint or engage all other employees and agents and fix their compensation. The employment of all such employees and agents shall continue during the pleasure of the Board of Directors or the Executive Committee or the Chairman of the Board or the Chief Executive Officer or any such authorized person; and the Board of Directors, the Executive Committee, the Chairman of the Board, the Chief Executive Officer or any such authorized person may discharge any such employees and agents at will.

#### ARTICLE V

##### INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

SECTION 1. The Company shall, to the fullest extent permitted by Section 7018 of the New York Banking Law, indemnify any person who is or was made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, whether involving any actual or alleged breach of duty, neglect or error, any accountability, or any actual or alleged misstatement, misleading statement or other act or omission and whether brought or threatened in any court or administrative or legislative body or agency, including an action by or in the right of the Company to procure a judgment in its favor and an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Company is servicing or served in any capacity at the request of the Company by reason of the fact that he, his testator or intestate, is or was a director or officer of the Company, or is serving or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement, and costs, charges and expenses, including attorneys' fees, or any appeal therein; provided, however, that no indemnification shall be provided to any such person if a judgment or other final adjudication adverse to the director or officer establishes that (i) his acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

SECTION 2. The Company may indemnify any other person to whom the Company is permitted to provide indemnification or the advancement of expenses by applicable law, whether pursuant to rights granted pursuant to, or provided by, the New York Banking Law or other rights created by (i) a resolution of stockholders, (ii) a resolution of directors, or (iii) an agreement providing for such indemnification, it being expressly intended that these By-Laws authorize the creation of other rights in any such manner.

SECTION 3. The Company shall, from time to time, reimburse or advance to any person referred to in Section 1 the funds necessary for payment of expenses, including attorneys' fees, incurred in connection with any action or proceeding referred to in Section 1, upon receipt of a written undertaking by or on behalf of such person to repay such amount(s) if a judgment or other final adjudication adverse to the director or officer establishes that (i) his acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

SECTION 4. Any director or officer of the Company serving (i) another corporation, of which a majority of the shares entitled to vote in the election of its directors is held by the Company, or (ii) any employee benefit plan of the Company or any corporation referred to in clause (i) in any capacity shall be deemed to be doing so at the request of the Company. In all other cases, the provisions of this Article V will apply (i) only if the person serving another corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise so served at the specific request of the Company, evidenced by a written communication signed by the Chairman of the Board, the Chief Executive Officer, the President or any Co-President, and (ii) only if and to the extent that, after making such efforts as the Chairman of the Board, the Chief Executive Officer, the President or any Co-President shall deem adequate in the circumstances, such person shall be unable to obtain indemnification from such other enterprise or its insurer.

SECTION 5. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article V may elect to have the right to indemnification (or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification is sought.

SECTION 6. The right to be indemnified or to the reimbursement or advancement of expense pursuant to this Article V (i) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Company and the director or officer, (ii) is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto.

SECTION 7. If a request to be indemnified or for the reimbursement or advancement of expenses pursuant hereto is not paid in full by the Company within thirty days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses of prosecuting such claim. Neither the failure of the Company (including its Board of Directors, independent legal counsel, or its

stockholders) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstance, nor an actual determination by the Company (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 8. A person who has been successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding of the character described in Section 1 shall be entitled to indemnification only as provided in Sections 1 and 3, notwithstanding any provision of the New York Banking Law to the contrary.

#### ARTICLE VI

##### SEAL

SECTION 1. The Board of Directors shall provide a seal for the Company, the counterpart dies of which shall be in the charge of the Secretary of the Company and such officers as the Chairman of the Board, the Chief Executive Officer or the Secretary may from time to time direct in writing, to be affixed to certificates of stock and other documents in accordance with the directions of the Board of Directors or the Executive Committee.

SECTION 2. The Board of Directors may provide, in proper cases on a specified occasion and for a specified transaction or transactions, for the use of a printed or engraved facsimile seal of the Company.

#### ARTICLE VII

##### CAPITAL STOCK

SECTION 1. Registration of transfer of shares shall only be made upon the books of the Company by the registered holder in person, or by power of attorney, duly executed, witnessed and filed with the Secretary or other proper officer of the Company, on the surrender of the certificate or certificates of such shares properly assigned for transfer.

#### ARTICLE VIII

##### CONSTRUCTION

SECTION 1. The masculine gender, when appearing in these By-Laws, shall be deemed to include the feminine gender.

ARTICLE IX

AMENDMENTS

SECTION 1. These By-Laws may be altered, amended or added to by the Board of Directors at any meeting, or by the stockholders at any annual or special meeting, provided notice thereof has been given.

I, Annie Jaghastpanyan, Associate, of Deutsche Bank Trust Company Americas, New York, New York, hereby certify that the foregoing is a complete, true and correct copy of the By-Laws of Deutsche Bank Trust Company Americas, and that the same are in full force and effect at this date.

-----  
Associate

DATED AS OF: October 15, 2003

DEUTSCHE BANK TRUST COMPANY AMERICAS  
 -----  
 Legal Title of Bank  
 NEW YORK  
 -----  
 City  
 NY 10019  
 -----  
 State Zip Code

FFIEC 031  
 RC-1  
 12

FDIC Certificate Number - 00623

Consolidated Report of Condition for Insured Commercial  
 and State-Chartered Savings Banks for June 30, 2003

All schedules are to be reported in thousands of dollars. Unless otherwise  
 indicated, reported the amount outstanding as of the last business day of the  
 quarter.

Schedule RC--Balance Sheet

	Dollar Amounts in Thousands	RCFD	
-----			
ASSETS		//////////	
1. Cash and balances due from depository institutions (from Schedule RC-A):		//////////	
a. Noninterest-bearing balances and currency and coin (1) .....		0081 2,309,000	1.a.
b. Interest-bearing balances (2) .....		0071 285,000	1.b.
2. Securities:		//////////	
a. Held-to-maturity securities (from Schedule RC-B, column A).....		1754 0	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D).....		1773 90,000	2.b.
3. Federal funds sold and securities purchased under agreements to resell..		RCON	3.
a. Federal funds sold in domestic offices .....		B987 1,119,000	3.a
		RCFD	
b. Securities purchased under agreements to resell (3) .....		B989 8,540,000	3.b
4. Loans and lease financing receivables (from Schedule RC-C):		//////////	
a. Loans and leases held for sale		5369 0	4.a.
b. Loans and leases, net unearned income.....B528 9,687,000		//////////	4.b.
c. LESS: Allowance for loan and lease losses .....3123 425,000		//////////	4.c.
d. Loans and leases, net of unearned income and		//////////	
allowance (item 4.b minus 4.c) .....		B529 9,262,000	4.d.
5. Trading Assets (from schedule RC-D) .....		3545 13,972,000	5.
6. Premises and fixed assets (including capitalized leases) .....		2145 289,000	6.
7. Other real estate owned (from Schedule RC-M) .....		2150 60,000	7.
8. Investments in unconsolidated subsidiaries and associated companies (from Schedule RC-M)		2130 2,989,000	8.
9. Customers' liability to this bank on acceptances outstanding .....		2155 0	9.
10. Intangible assets .....		//////////	
a. Goodwill .....		3163 0	10.a
b. Other intangible assets (from Schedule RC-M)		0426 28,000	10.b
11. Other assets (from Schedule RC-F) .....		2160 2,451,000	11.
12. Total assets (sum of items 1 through 11) .....		2170 41,394,000	12.
-----			

- 
- (1) Includes cash items in process of collection and unposted debits.  
 (2) Includes time certificates of deposit not held for trading.  
 (3) Includes all securities resale agreements in domestic and foreign offices,  
 regardless of maturity.

DEUTSCHE BANK TRUST COMPANY AMERICAS

FFIEC 031

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RC-2

Legal Title of Bank

FDIC Certificate Number - 00623

13

Schedule RC--Continued

Dollar Amounts in Thousands

## LIABILITIES

13. Deposits:	//////////			
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)	RCON 2200	9,858,000	13.a.	
(1) Noninterest-bearing(1) .....	RCON 6631	3,234,000	13.a.(1)	
(2) Interest-bearing .....	RCON 6636	6,624,000	13.a.(2)	
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E part II)	RCFN 2200	10,877,000	13.b.	
(1) Noninterest-bearing .....	RCFN 6631	2,092,000	13.b.(1)	
(2) Interest-bearing .....	RCFN 6636	8,785,000	13.b.(2)	
14. Federal funds purchased and securities sold under agreements to repurchase:	RCON			
a. Federal Funds purchased in domestic offices (2) .....	B993	9,397,000	14.a	
	RCFD			
b. Securities sold under agreements to repurchase (3) .....	8995	0	14.b	
15. Trading liabilities (from Schedule RC-D) .....	RCFD 3548	1,479,000	15.	
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases):	//////////			
Schedule RC-M):	RCFD 3190	109,000	16.	
17. Not Applicable.	//////////		17.	
18. Bank's liability on acceptances executed and outstanding .....	RCFD 2920	0	18.	
19. Subordinated notes and debentures (2) .....	RCFD 3200	225,000	19.	
20. Other liabilities (from Schedule RC-G) .....	RCFD 2930	1,779,000	20.	
21. Total liabilities (sum of items 13 through 20) .....	RCFD 2948	33,724,000	21.	
22. Minority interest in consolidated subsidiaries	RCFD 3000	631,000	22.	
	//////////			
	//////////			
EQUITY CAPITAL				
23. Perpetual preferred stock and related surplus .....	RCFD 3838	1,500,000	23.	
24. Common stock .....	RCFD 3230	2,127,000	24.	
25. Surplus (exclude all surplus related to preferred stock) .....	RCFD 3839	584,000	25.	
26. a. Retained earnings .....	RCFD 3632	2,835,000	26.a.	
b. Accumulated other comprehensive Income (3) .....	RCFD B530	(7,000)	26.b.	
27. Other equity capital components (4) .....	RCFD A130	0	27.	
28. Total equity capital (sum of items 23 through 27) .....	RCFD 3210	7,039,000	28.	
29. Total liabilities, minority interest, and equity capital (sum of items 21, 22, and 28)	RCFD 3300	41,394,000	29.	

## Memorandum

To be reported only with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2002 .....	Number		
	-----		
	RCFD 6724	N/A	M.1
	-----		

- 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
- 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
- 3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm
- 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state chartering authority)
- 5 = Directors' examination of the bank performed by other external auditors (may be required by state chartering authority)
- 6 = Review of the bank's financial statements by external auditors
- 7 = Compilation of the bank's financial statements by external auditors
- 8 = Other audit procedures (excluding tax preparation work)
- 9 = No external audit work

- (1) Includes total demand deposits and noninterest-bearing time and savings deposits.
- (2) Report overnight Federal Home Loan Bank advances in Schedule RC, Item 16, "other borrowed money."
- (3) Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.
- (4) Includes limited-life preferred stock and related surplus.
- (5) Includes net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and minimum pension liability adjustments.
- (6) Includes treasury stock and unearned Employee Stock Plan shares.