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As filed with the Securities and Exchange Commission on February 11, 2010

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM S-3

Registration Statement Under
The Securities Act of 1933

YRC Worldwide Inc.

(Exact name of registrant as specified in its charter)

Delaware	**48-0948788**
(State or other jurisdiction of incorporation)	*(I.R.S. Employer Identification Number)*

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
Executive 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)

Copies to:

Dennis M. Myers, P.C.	**Steven E. Siesser, Esq.**
Kirkland & Ellis LLP	**Alan Wovsaniker, Esq.**
300 North LaSalle Street	**Lowenstein Sandler P.C.**
Chicago, IL 60654	**1251 Avenue of the Americas**
(312) 862-2000	**New York, New York 10020**
	(212) 262-6700

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement as determined by market conditions.

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, 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 this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	**Amount to be Registered**	**Proposed Maximum Offering Price per Unit**	**Proposed Maximum Aggregate Offering Price[(1)]**	**Amount of Registration Fee**
6% Senior Convertible Notes due 2014	$70,000,000	100%	$70,000,000	$4,991
Common Stock, $1.00 par value per share	201,880,000 shares[(2)]	—	—	—
Guarantees of the 6% Senior Convertible Notes due 2014	—	—	—	—[(3)]

(1) Equals the aggregate principal amount of notes being registered. Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended (the "Securities Act").

(2) Represents the maximum number of shares of common stock issuable upon conversion or otherwise on account of the notes at an estimated maximum rate of 2,884 shares of common stock for each $1,000 principal amount of notes. Pursuant to Rule 416 under the Securities Act, the registrants are also registering such indeterminate number of shares of common stock as may be issued from time to time upon conversion of the notes as a result of the anti-dilution provisions thereof. No additional consideration will be received for the common stock, and therefore no registration fee is required pursuant to Rule 457(i) under the Securities Act.

(3) The notes are guaranteed by the guarantors named in the Table of Additional Registrants. No separate consideration will be paid in respect of the guarantees pursuant to Rule 457(n) of the Securities Act.

The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrants 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 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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TABLE OF ADDITIONAL REGISTRANTS

Exact Name of Co-Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification No.
Globe.com Lines, Inc.	Delaware	52-2068065
YRC Inc.	Delaware	34-0492670
YRC Logistics, Inc.	Delaware	48-1233134
YRC Logistics Global, LLC	Delaware	48-1119865
Roadway LLC	Delaware	20-0453812
Roadway Next Day Corporation	Pennsylvania	23-2200465
YRC Enterprise Services, Inc.	Delaware	20-0780375
YRC Regional Transportation, Inc.	Delaware	36-3790696
USF Sales Corporation	Delaware	36-3799036
USF Holland Inc.	Michigan	38-0655940
USF Reddaway Inc.	Oregon	93-0262830
USF Glen Moore Inc.	Pennsylvania	23-2443760
YRC Logistics Services, Inc.	Illinois	36-3783345
IMUA Handling Corporation	Hawaii	36-4305355

The address, including zip code and telephone number, including area code, of each additional registrant's principal executive offices is shown on the cover page of this registration statement on Form S-3. The name, address, including zip code, of the agent for service for each of the additional registrants is Daniel J. Churay, Executive Vice President, General Counsel and Secretary, YRC Worldwide Inc., 10990 Roe Avenue, Overland Park, Kansas 66211.

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The information in this preliminary 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 preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED FEBRUARY 11, 2010

Up to $70,000,000
YRC Worldwide Inc.

6% Senior Convertible Notes due 2014
Shares of Common Stock Issuable On Account of Such Notes
Subsidiary Guarantees of the Notes

On February 11, 2010, we signed a Note Purchase Agreement ("note purchase agreement") with certain investors pursuant to which such investors agreed, subject to the terms and conditions set forth therein, to purchase from us up to $70,000,000 in aggregate principal amount of our 6% Senior Convertible Notes due 2014 (the "notes"). This prospectus will be used by selling securityholders to resell the notes and the common stock issuable on account of such notes from time to time.

The notes bear interest at a rate of 6.0% per annum. Interest on the notes is payable on February and August of each year, beginning on August , 2010. We expect that we will pay interest due on the notes in 2010 through the issuance of additional shares of our common stock. We may also be required to pay interest on the notes due after 2010 through the issuance of additional shares of our common stock.

The notes will mature on February , 2014. We may not redeem the notes prior to the stated maturity. Holders may require us to repurchase all or a portion of their notes upon a fundamental change, as defined in the indenture governing the notes, at 100% of the principal amount of the notes, plus accrued and unpaid interest, and liquidated damages, if any, to the date of repurchase, payable in cash.

The notes are convertible, at the noteholder's option, prior to the maturity date into shares of our common stock. The notes are initially convertible at a conversion price of $0.43 per share, which is equal to a conversion rate of approximately 2,325.5814 shares per $1,000 principal amount of notes, subject to adjustment. Our common stock is listed on the NASDAQ Global Select Market under the symbol "YRCW." On February 9, 2010, the closing sale price of our common stock was $0.7342 per share.

Beginning February , 2012, we may convert the notes pursuant to a mandatory conversion into shares of our common stock if the sale price of our common stock meets certain thresholds.

Noteholders who convert their notes at their option or whose notes are converted in a mandatory conversion at our option will also receive a make whole premium paid in shares of our common stock.

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 certain of our domestic subsidiaries. The notes effectively are subordinated to any of our or our guarantor subsidiaries' secured debt, including our current senior secured bank financing and any indebtedness of any of our non-guarantor subsidiaries.

The selling securityholders 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 securityholders 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 securityholders of the securities offered by this prospectus.

Investment in any securities offered by this prospectus involves risk. See "Risk Factors" beginning on page 6 of this prospectus, in our periodic reports filed from time to time with the Securities and Exchange Commission and in any applicable prospectus supplement.

We encourage you to carefully review and consider this prospectus, any applicable prospectus supplement, any related free writing prospectus, as well as any documents incorporated by reference, before investing in our securities. We also encourage you to read the documents we have referred you to in the "Where You Can Find More Information" section of this prospectus for information on us and for our financial statements.

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 , 2010.

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ABOUT THIS PROSPECTUS

This prospectus is part of a Registration Statement on Form S-3 that we filed with the Securities and Exchange Commission (the "SEC") utilizing a "shelf" registration process. Under this shelf registration process, the selling securityholders may sell, from time to time, the notes, as well as any shares of common stock issuable upon conversion of the notes.

You should rely only on the information incorporated by reference or provided in this prospectus. Neither we nor the selling securityholders have authorized anyone else to provide you with different or additional information. If anyone provides you with different or additional information, you should not rely on it. This prospectus does not constitute an offer to sell, nor a solicitation of an offer to buy, any of the securities offered in this prospectus by any person in any jurisdiction in which it is unlawful for such person to make such an offering or solicitation. Neither the delivery of this prospectus nor any sale made under this prospectus of the securities described herein shall under any circumstances imply, and you should not assume, that the information provided by this prospectus or any document incorporated by reference is accurate as of any date other than the date on the front cover of the applicable document, regardless of the time of delivery of this prospectus or of any sale of our securities. Our business, financial condition, results of operations and prospects may have changed since those dates.

This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of some of the documents referred to herein have been filed, will be filed or will be incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below under the heading "Where You Can Find More Information."

Except as otherwise indicated or required by context, the terms "the Company," "we," "us," and "our" as used in this prospectus refer to YRC Worldwide Inc. and not to its subsidiaries. The phrase "this prospectus" refers to this prospectus and any applicable prospectus supplement or free writing prospectus, unless the context otherwise requires.

WHERE YOU CAN FIND MORE INFORMATION

This prospectus is a part of a Registration Statement on Form S-3 under the Securities Act of 1933, as amended (the "Securities Act"), which we have filed with the Securities and Exchange Commission (the "SEC") to register the notes and the shares of common stock offered hereby. This prospectus does not contain all of the information in the registration statement and its exhibits. For further information regarding us and our securities, please see the registration statement and our other filings with the SEC, including our annual, quarterly and current reports and proxy statements, which you may read and copy at the Public Reference Room maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information about the Public Reference Room by calling the SEC at 1-800-SEC-0330.

Our common stock is traded on the NASDAQ Global Select Market under the symbol "YRCW."

Our SEC filings are also available to the public on the SEC's internet website at http://www.sec.gov and on our website at http://www.yrcw.com. Information contained on our internet website is not a part of this prospectus, any prospectus supplement or any related free writing prospectus.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" the information we have filed with the SEC, which means that we can disclose important information to you without actually including the specific information in this prospectus or any prospectus supplement or free writing prospectus by referring you to those documents. The information incorporated by reference is considered part of this prospectus and any applicable prospectus supplement and later information that we file with the SEC will automatically update and may supersede this information and any information in any prospectus supplement and any related free writing prospectus. We incorporate by reference the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), until the applicable offering under this prospectus and any prospectus supplement is terminated, other than information furnished to the SEC under Item 2.02 or 7.01 of Form 8-K and which is not deemed filed under the Exchange Act and is not incorporated in this prospectus or any prospectus supplement:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (including the applicable sections of our Notice of Annual Meeting and Proxy Statement incorporated by reference therein that we filed with the SEC on April 1, 2009), except for the consolidated financial statements and schedule of the Company as of December 31, 2008 and 2007, and for each of the years in the three-year period ended December 31, 2008, and the report thereon of KPMG LLP, independent registered public accounting firm, included in Part II, Item 8, "Financial Statements and Supplementary Data of such Annual Report";
- our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2009, June 30, 2009 and September 30, 2009;
- our Current Reports on Form 8-K filed with the SEC in 2009 on the following dates: January 6, 14, 22 and 30; February 13 and 20; March 11; April 3 and 20; May 14 and 15; June 2 and 18; July 14 and July 31; August 26 and August 31; September 28; October 9, 16 and 30; November 2, 9 (which report not including the consolidated financial statements and schedule of the Company), 10, 17 and 25; December 8, 9, 16, 22, 23, 24, 29 and 30, and in 2010 on the following dates: January 7; and February 11 (one of which reports includes the consolidated financial statements and schedule of the Company as of December 31, 2008 and 2007, and for each of the years in the three-year period ended December 31, 2008, and the report thereon of KPMG LLP, independent registered public accounting firm, which have been restated to reflect the adoption of FASB Staff Positions APB 14-1, "Accounting

for Convertible Debt Instruments That May Be Settled in Cash Upon Conversion (Including Partial Cash Settlement)" for all previous periods presented);

- the description of our common stock, $1.00 par value per share, contained in our Registration Statement on Form 10 filed pursuant to Section 12 of the Exchange Act, Commission File No. 0-12255;
- the description of our preferred stock, $1.00 par value per share, contained in the Registration Statement on Form S-4 filed with the SEC on November 9, 2009, as amended (Registration No. 333-162981); and
- the Certificate of Designations, filed as Exhibit 4.6 to Amendment No. 1 to our Registration Statement on Form S-4 filed with the SEC on November 24, 2009, as amended (Registration No. 333-162981).

We will provide, without charge, to each person to whom a copy of this prospectus has been delivered, upon written or oral request of such person, a copy of any or all of the documents incorporated by reference herein (other than certain exhibits to such documents not specifically incorporated by reference). Requests for such copies should be directed to:

Daniel J. Churay
Corporate Secretary
YRC Worldwide Inc.
10990 Roe Avenue
Overland Park, Kansas 66211
(913) 696-6100

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus includes or incorporates by reference forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Any statements about our expectations, beliefs, plans, objectives, assumptions, future events or performance are not historical facts and may be forward-looking. These statements are often, but not always, made through the use of words or phrases such as "anticipate," "estimate," "plans," "projects," "continuing," "ongoing," "expects," "management believes," "we believe," "we intend" and similar words or phrases. Accordingly, these statements involve estimates, assumptions and uncertainties that could cause actual results to differ materially from those expressed in them. Our actual results could differ materially from those anticipated in such forward-looking statements as a result of several factors more fully described elsewhere in this prospectus and in the documents incorporated by reference herein. All forward-looking statements are necessarily only estimates of future results and there can be no assurance that actual results will not differ materially from expectations, and, therefore, you are cautioned not to place undue reliance on such statements. Any forward-looking statements are qualified in their entirety by reference to the factors discussed in this prospectus.

Forward-looking statements regarding future events and our future performance, including the expected completion and timing of the restructuring and other information relating thereto, involve risks and uncertainties that could cause actual results to differ materially. These risks and uncertainties include, without limitation, the following items:

- failure to obtain shareholder approval of the amendments to our Certificate of Incorporation necessary to effect the par value reduction of our common stock, the increase in authorized shares of our common stock, the reverse stock split of our common stock and the proportionate decrease in the authorized shares of our common stock;
- the volatility of our stock price and possible delisting of our common stock from the NASDAQ Global Select Market;
- income tax liability as a result of our recently completed debt-for-equity exchange offer;

- increases in pension expense and funding obligations, including obligations to pay surcharges;
- continued economic downturn, downturns in our customers' business cycles and changes in their business practices;
- competitor pricing activity;
- the effect of any deterioration in our relationship with our employees;
- self-insurance and claims expenses exceeding historical levels;
- adverse changes in equity and debt markets and our ability to raise capital;
- adverse changes in the regulatory environment;
- effects of anti-terrorism measures on our business;
- adverse legal proceeding or Internal Revenue Service audit outcomes;
- failure to obtain projected benefits and cost savings from operational and performance initiatives;
- covenants and other restrictions in our credit and other financing arrangements; and
- the other risk factors that are from time to time included in our reports filed with the SEC.

In addition, our operations involve risks and uncertainties, many of which are outside our control, and any one of which, or a combination of which, could materially affect the results of our operations and whether the forward-looking statements ultimately prove to be correct. These include (without limitation), inflation, inclement weather, price and availability of fuel, sudden changes in the cost of fuel or the index upon which we base our fuel surcharge, competitor pricing activity, expense volatility, including (without limitation) expense volatility due to changes in rail service or pricing for rail service, ability to capture cost reductions, changes in equity and debt markets, a downturn in general or regional economic activity, effects of a terrorist attack, labor relations, including (without limitation), the impact of work rules, work stoppages, strikes or other disruptions, any obligations to multi-employer health, welfare and pension plans, wage requirements and employee satisfaction.

Many of the factors set forth above are described in greater detail in our filings with the SEC. All forward-looking statements included in this prospectus are expressly qualified in their entirety by the foregoing cautionary statements. Although we believe the assumptions upon which these forward-looking statements are based are reasonable, any of these assumptions could prove to be inaccurate and the forward-looking statements based on these assumptions could be incorrect. All future written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the previous statements. Except as may be required by law, we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement was made or to reflect the occurrence of unanticipated events.

PROSPECTUS SUMMARY

This summary contains a general overview of the information contained or incorporated by reference in this prospectus. This summary may not contain all of the information that is important to you, and it is qualified in its entirety by the more detailed information and financial statements and related notes, as filed with the SEC and incorporated by reference in this prospectus. You should carefully consider the information contained in or incorporated by reference in this prospectus, including the information set forth under the heading "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2008 filed with the SEC on March 2, 2009.

Our Company

YRC Worldwide Inc., one of the largest transportation service providers in the world, is a holding company that through wholly owned operating subsidiaries offers its customers a wide range of transportation services. These services include global, national and regional transportation as well as logistics. Our operating subsidiaries include the following:

- YRC National Transportation ("National Transportation") is the reporting unit for our transportation service providers focused on business opportunities in regional, national and international services. This unit includes our less-than-truckload ("LTL") subsidiary YRC Inc., which was formed through the March 2009 integration of our former Yellow Transportation and Roadway networks. National Transportation provides for the movement of industrial, commercial and retail goods, primarily through regionalized and centralized management and customer facing organizations. National Transportation also includes YRC Reimer, a subsidiary located in Canada that specializes in shipments into, across and out of Canada. Approximately 37% of National Transportation shipments are completed in two days or less. In addition to the U.S. and Canada, National Transportation also serves parts of Mexico, Puerto Rico and Guam.
- YRC Regional Transportation ("Regional Transportation") is the reporting unit for our transportation service providers focused on business opportunities in the regional and next-day delivery markets. Regional Transportation is comprised of New Penn Motor Express, Holland and Reddaway. These companies each provide regional, next-day ground services in their respective regions through a network of facilities located across the U.S., Canada, Mexico and Puerto Rico. Approximately 93% of Regional Transportation LTL shipments are completed in two days or less.
- YRC Logistics plans and coordinates the movement of goods worldwide to provide customers a single source for logistics management solutions. YRC Logistics delivers a wide range of global logistics management services, with the ability to provide customers improved return-on-investment results through logistics services and technology management solutions.
- YRC Truckload reflects the results of Glen Moore, a provider of truckload services throughout the U.S.

YRC Worldwide Inc. was incorporated in Delaware in 1983, and we are headquartered in Overland Park, Kansas. The mailing address of our headquarters is 10990 Roe Avenue, Overland Park, Kansas 66211, and our telephone number is (913) 696-6100. Our Internet website is www.yrcw.com. Through the "SEC Filings" link on our website, we make available the following filings as soon as reasonably practicable after they are electronically filed with or furnished to the SEC: our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. All of these filings may be viewed or printed from our Internet website free of charge.

Summary of the Offering

The summary below describes the principal terms of the notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Notes" section of this prospectus contains a more detailed description of the terms and conditions of the notes. The "Description of Capital Stock" section of this prospectus contains a more detailed description of our common stock.

Issuer	YRC Worldwide Inc. (NASDAQ: "YRCW").
Securities Offered	Up to $70 million in aggregate principal amount of 6% Senior Convertible Notes due 2014, and shares of our common stock into which the notes are convertible, including shares issued in respect of a make whole premium, or issued in respect of interest paid in common stock or as liquidated damages, and the guarantees of notes by certain of our domestic subsidiaries. In the event certain conditions are not satisfied we will not sell the entire $70 million of 6% Senior Convertible Notes due 2014. See "Risk Factors—If the conditions under the note purchase agreement are not satisfied for the second closing, the investors will not be required to purchase all of the notes described in this prospectus."
Selling Securityholders	The securities offered and sold using this prospectus will be offered and sold by the selling securityholders named in "Selling Securityholders" in this prospectus.
Maturity	February , 2014.
Interest Rate and Payment Dates	Interest accrues at a rate of 6.0% per annum, payable semi-annually in arrears on February and August of each year, beginning on August , 2010. To the extent we are not permitted to pay interest in cash under our financing facilities or we reasonably determine that we have insufficient funds to pay interest in cash or are otherwise deferring scheduled payments of interest and fees under our financing facilities, we will pay interest through the issuance of additional shares of our common stock valued at 95% of the simple arithmetic average of the weighted average price of our common stock (as reported by Bloomberg) for each of the five (5) consecutive trading days ending on the second (2nd) trading day immediately preceding the interest payment date to which such interest relates; *provided* that such price is not less than $0.38 per share or greater than the then current conversion price. We are prohibited under the terms of our existing senior credit agreement from paying interest on the notes in cash. As a result, we will pay interest due on the notes through the issuance of additional shares of our common stock. The terms of the notes may also require that we pay interest on the notes due after 2010 through the issuance of additional shares of our common stock. See "Description of the Notes—Interest."

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 currently guaranteed by the majority of our domestic operating subsidiaries. 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 December 31, 2009, we and our guarantor subsidiaries had approximately $1.1 billion of secured indebtedness outstanding to which the notes effectively are subordinated. We and our significant subsidiaries are restricted under the indenture from incurring additional indebtedness. See "Description of the Notes—Limitations on Incurrence of Additional Indebtedness."
Guarantees	The notes are guaranteed by certain of our existing domestic subsidiaries. In the event any of our existing or future subsidiaries guarantees any of our debt securities (excluding any financing facility or other bank credit facility) then such subsidiary will also guarantee our indebtedness under the notes. 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. See "Description of the Notes—Guarantees."
Conversion Rights	Subject to the limitation on conversion and issuance of shares, holders may convert any outstanding notes into shares of our common stock at the initial conversion price per share of $0.43. This represents a conversion rate of approximately 2,325.5814 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. See "Description of the Notes—Conversion Rights—Conversion Rate Adjustments" and "Description of the Notes—Limitation on Conversion and Issuance of Shares." Upon conversion, holders will not receive any cash payment representing accrued and unpaid interest, however, such holders will receive a make whole premium paid in shares of our common stock for the notes that were converted. See "Description of the Notes—Conversion Rights—Make Whole Premium."
Mandatory Conversion	Subject to the limitation on conversion and issuance of shares, at any time after February , 2012, we may cause the notes to be automatically converted into our common stock at the conversion price then in effect if the last reported sale price of our common stock has been at least 150% of the conversion price then in effect for at least 20 trading days during any 30 consecutive trading day period ending one trading day prior to the date on which we provide notice of the mandatory conversion. We may cause the mandatory

	conversion of the notes in whole or in part at any time while in compliance with the 150% threshold. Holders will also receive a make whole premium paid in shares of our common stock for the notes subject to mandatory conversion. See "Description of the Notes—Limitation on Conversion and Issuance of Shares."
Repurchase Upon Fundamental Change	When a fundamental change, such as a change in control, sale of all or substantially all of our assets or our liquidation occurs, holders of the notes will have the right to require us to repurchase their notes at a purchase price, payable in cash, equal to 100% of the principal amount of the notes, plus accrued and unpaid interest, and liquidated damages, if any, up to and including, the date of repurchase. A fundamental change is more fully defined in "Description of the Notes—Right to Require Purchase of Notes upon a Fundamental Change."
Limitation on Conversion and Issuance of Shares	The maximum number of shares of our common stock which can be issued in respect of the notes upon conversion, for restricted interest, make whole premiums or otherwise shall be limited to one share less than 20% of our outstanding common stock on the issue day of such notes or 201,880,000 shares of common stock in the aggregate for $70,000,000 in aggregate principal amount of notes as of the date of the indenture (as adjusted to reflect conversion rate adjustments and applied pro rata to all notes). To the extent any shares of common stock are restricted from being issued to a noteholder in respect of such limitation, such noteholder will not receive any cash or other consideration in lieu of such shares. This limitation will terminate if the holders of our common stock approve the termination of this limitation.
Use of Proceeds	We will not receive any of the proceeds from the sale by the selling securityholders of the notes or any shares of common stock issuable upon the conversion of the notes.
Registration Rights	Under a registration rights agreement (the "registration rights agreement"), which we entered into with our subsidiary guarantors and the purchasers of the notes, we have agreed to use our commercially reasonable efforts to keep the shelf registration statement to which this prospectus relates effective until the earlier of: • the sale under the shelf registration statement of all of the notes and any shares of our common stock issued on their conversion or otherwise under the terms of the notes; and • the date the notes and any shares of our common stock issued on their conversion or otherwise under the terms of the notes may be sold without restriction under Rule 144 of the Securities Act. If we do not fulfill certain of our obligations under the registration rights agreement, we will be required to pay additional amounts in

	cash, or in the event of a mandatory conversion of the notes, shares of our common stock, to holders of the notes and holders of shares of our common stock issued upon conversion or otherwise on account of the notes.
Form of Notes	The notes will be issued in certificated form to the purchasers of the notes. We do not anticipate that the notes will become DTC-eligible so that they could be held in book-entry form.
Trading	We do not intend to list the notes on any other national securities exchange or automated quotation system.

An investment in the notes or any shares of common stock issuable upon conversion or otherwise on account of the notes involves risks. You should carefully consider the information set forth in the section of this prospectus entitled "Risk Factors," as well as other information included in or incorporated by reference into this prospectus before deciding whether to invest in the notes or our common stock.

RISK FACTORS

An investment in the notes or any shares of common stock issuable upon account of the notes involves risks. Before deciding whether to purchase the notes or any shares of common stock, you should consider the risks discussed below or elsewhere in this prospectus, including those set forth under the heading "Cautionary Note Regarding Forward-Looking Statements" and in our filings with the SEC that we have incorporated by reference in this prospectus. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also impair our business operations.

Any of the risks discussed below or elsewhere in this prospectus or in our SEC filings incorporated by reference, and other risks we have not anticipated or discussed, could have a material impact on our business, financial condition or results of operations. In that case, our ability to pay interest on the notes when due, to repay the notes at maturity or to pay the cash due upon the repurchase or conversion of the notes could be adversely affected, and the trading price of the notes and our common stock could decline substantially.

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 December 31, 2009, we and our guarantor subsidiaries had approximately $1.1 billion of secured indebtedness outstanding to which the notes effectively are 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.

Our substantial level of debt, debt service obligations and restrictions under our financing facilities 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;
- 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.

We face significant liquidity challenges in the near term which could affect the value of your investment in the notes or in our common stock.

In light of our recent operating results, we have satisfied our short term liquidity needs through a combination of borrowings under our credit facilities and, to a more significant degree, retained proceeds from asset sales and sale/leaseback financing transactions. We have also implemented a number of actions as part of

our comprehensive plan to reduce our cost structure and improve our operating results, cash flow from operations, liquidity and financial position. The following factors will affect whether we have sufficient liquidity to meet our cash flow requirements throughout the remainder of 2010:

- whether our operating results continue to improve and either or both of shipping volumes or the price for our services improve;
- whether we continue to have access to our financing facilities;
- whether we continue to defer the payment of interest and fees to our lenders and to purchasers of our accounts receivable pursuant to our asset-backed securitization facility;
- whether we continue to defer the payment of interest and principal to the multi-employer pension funds under a contribution deferral agreement;
- whether our wage reductions and temporary cessation of multi-pension contributions continue under our recent modifications to our labor agreement with employees represented by the Teamsters;
- whether we complete the sale/leaseback and real estate sale transactions currently under contract;
- whether we receive the expected federal income tax refund based on our estimated 2009 net operating loss, and the timing of such receipt;
- whether we realize the cost savings from the actions we have taken to implement service and operational improvements and cost reductions; and
- whether we are able to eliminate the put rights of holders of our 5.0% Notes to require us to repurchase those notes in August 2010.

Some or all of these factors may be beyond our control. We also cannot assure you that we will continue to maintain covenant compliance under our financing facilities, pension fund contribution deferral agreement and labor agreements, the failure of which would have a material adverse effect on our business, financial condition and operating results.

If the conditions under the note purchase agreement are not satisfied for the second closing, the investors will not be required to purchase all of the notes described in this prospectus.

The investors agreed, subject to the terms and conditions set forth in the note purchase agreement, to purchase from us up to $70,000,000 in aggregate principal amount of our notes in two separate closings. The notes purchased from us in the first closing are sufficient to permit us to retire all of approximately $45 million in principal amount of our outstanding 8 1/2% Notes. We intend to use the proceeds from the second closing to retire our outstanding 5% Notes if we are not successful in removing the holders' put right on such notes, or otherwise for general corporate purposes. If the conditions for the second closing are not met, the investors will not be required to purchase any additional notes, and we will receive less than $70,000,000 from the investors. We may be required by holders of the 5% Notes to repurchase the 5% Notes in August 2010 in the event we are not successful in removing the put rights of the holders of those notes. We may be required to obtain other third party unsecured debt or equity financing to fund the repurchase of the 5% Notes. We cannot assure you that the terms of any other financing will be favorable to us or our stakeholders or that such financing can be obtained prior to the date we are required to repurchase the 5% Notes.

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 December 31, 2009, we and our guarantor subsidiaries had approximately $1.1 billion of secured indebtedness outstanding to which the notes effectively are subordinated. While there are limitations in the indenture governing the notes on our ability to incur additional indebtedness, any permitted future secured indebtedness will rank effectively senior to the notes and the guarantees.

We may not be able to repurchase the notes when required.

Upon the occurrence of a fundamental change, 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.

The price of our common stock, and therefore of the notes, may fluctuate significantly, and this may make it difficult for you to resell the notes or any shares of our common stock issuable upon conversion of the notes when you want or at prices you find attractive.

The price of our common stock on the NASDAQ Global Select Market constantly changes. We expect that the market price of our common stock will continue to fluctuate. In addition, because the notes are convertible into our common stock, volatility or depressed prices for our common stock could have a similar effect on the trading price of the notes.

In addition, the stock markets from time to time experience price and volume fluctuations that may be unrelated or disproportionate to the operating performance of companies and that may be extreme. These fluctuations may adversely affect the trading price of our common stock, regardless of our actual operating performance.

For a further discussion of risks affecting our common stock, see the factors set forth above under "Cautionary Note Regarding Forward-Looking Statements" and the discussion of our business and related matters set forth in the information incorporated by reference in this prospectus.

If we are unable to meet the continued listing requirements of NASDAQ, our common stock currently listed on the NASDAQ may be delisted which would have an adverse effect on the market liquidity for our common stock and therefore the notes.

The NASDAQ's continued listing requirements provide, among other requirements, that the minimum trading price of our common stock not fall below $1.00 per share over a consecutive 30 day trading period. Upon receipt from the NASDAQ of notice of non-compliance, we would have a period of 180 days to regain compliance with this requirement. Recently, the price per share of our common stock has been less than the $1.00 per share minimum trading price. We are seeking shareholder approval at a special meeting of the shareholders on February 17, 2010 of an amendment to our certificate of incorporation to permit us to effect a reverse stock split, in part to regain or maintain compliance with the NASDAQ's continued listing requirements. We are, however, restricted by the note purchase agreement from effecting the reverse stock split for a period of at least 60 days following the issuance of the notes. There can be no assurance that we will be successful in receiving the required shareholder approval to effect the reverse stock split or that our common stock will not be subject to delisting.

Delisting of our common stock would have an adverse effect on the market liquidity of our common stock and, as a result, the market price for our common stock could become more volatile. Further, delisting also could make it more difficult for us to raise additional capital.

We expect to issue a substantial number of shares of our common stock upon conversion of our preferred stock, and we cannot predict the price at which our common stock will trade following such issuance.

On December 31, 2009, we filed a Certificate of Designations for our Class A convertible preferred stock with the State of Delaware and issued 4,345,514 shares of such preferred stock in connection with the settlement of our recently completed debt-for equity exchange offer. As required by the exchange offer, we called a special meeting of the shareholders on February 17, 2010 to vote upon amendments to our certificate of incorporation to effect a par value reduction of our common stock, an increase in the authorized amount of our common stock, and at the discretion of our board of directors, a reverse stock split and a proportionate decrease in the amount of authorized common stock. If the shareholders approve amendments to our certificate of incorporation to increase the amount of authorized common stock and reduce the par value of our common stock from $1.00 par value per share to $0.01 par value per share, we plan to file such an amendment to our Certificate of Incorporation with the State of Delaware on or before February 18, 2010.

In such event, up to 4,345,514 of the preferred stock will automatically convert into our common stock, par value $0.01 per share, at a conversion ratio of 220.28 shares of common stock for each share of preferred stock. If all shares of preferred stock are converted, we anticipate that there will be approximately one billion shares of common stock outstanding after such conversion.

In the event of any voluntary or involuntary liquidation, dissolution or winding up, the holders of our outstanding shares of preferred stock are entitled to receive $50.00 for each outstanding share of preferred stock. If our shareholders do not adopt the measure relating to the increase in our shares of authorized common stock at the February 17, 2010 meeting, the preferred stock will accrue additional liquidation preference until certain conditions are met at a rate of 20% per annum, compounding quarterly. Such additional liquidation preference will impact the conversion rate at which the preferred shares will ultimately be converted into common stock.

We cannot predict what the demand for our common stock will be following the conversion, how many shares of our common stock will be offered for sale or be sold following the conversion or the price at which our common stock will trade following the conversion. There are no agreements or other restrictions that prevent the sale of a large number of our shares of common stock immediately following the conversion. Sales of a large number of shares of common stock after the conversion could materially depress the trading price of our common stock.

If an active trading market does not develop for the notes, you may not be able to resell them.

The notes are a new issue of securities for which there is currently no public market. The notes are being issued in certificated form and not in book-entry form. The notes will not be DTC-eligible and we do not anticipate that the notes will become DTC-eligible in the future. We have not listed, and we have no plans to list, the notes on any national securities exchange or to include the notes in any automated quotation system upon their registration. Each of these facts may limit the trading market for the notes. The lack of a trading market could adversely affect your ability to sell the notes and the price at which you may be able to sell the notes. The notes may trade at a discount from their initial offering price and the liquidity of the trading market, if any, and future trading prices of the notes will depend on many factors, including, among other things, the market price of our common stock, prevailing interest rates, our operating results, financial performance and prospects, the market for similar securities and the overall securities market, and may be adversely affected by unfavorable changes in these factors. Historically, the market for convertible debt has been subject to disruptions that have caused volatility in prices. It is possible that the market for the notes will be subject to disruptions which may have a negative effect on you, regardless of our operating results, financial performance or prospects.

Future sales of our common stock or equity-related securities in the public market, including sales of our common stock in short sales transactions by purchasers of the notes, could adversely affect the trading price of our common stock and the value of the notes and our ability to raise funds in new stock offerings.

In the future, we may sell additional shares of our common stock to raise capital. In addition, shares of our common stock are reserved for issuance on the exercise of stock options and on conversion of the notes. We cannot predict the size of future issuances or the effect, if any, that they may have on the market price for our common stock. Sales of significant amounts of our common stock or equity-related securities in the public market, or the perception that such sales will occur, could adversely affect prevailing trading prices of our common stock and the value of the notes and could impair our ability to raise capital through future offerings of equity or equity-related securities. Future sales of shares of our common stock or the availability of shares of our common stock for future sale, including sales of our common stock by investors who view the notes as a more attractive means of equity participation in our company or in connection with hedging and arbitrage activity that may develop with respect to our common stock, could adversely effect the trading price of our common stock or the value of the notes.

Before conversion of the notes, holders of the notes will not be entitled to any shareholder rights, but will be subject to all changes affecting shares of our common stock.

If you hold notes, you will not be entitled to any rights with respect to shares of our common stock, including voting rights and rights to receive dividends or distributions. However, any shares of our common stock you receive on account of your notes will be subject to all changes affecting our common stock. Except for limited cases under the adjustments to the conversion rate, you only will be entitled to rights that we may grant with respect to shares of our common stock if and when we deliver shares to you on account of your notes. For example, if we seek approval from shareholders for a potential merger or in the event that an amendment is proposed to our certificate of incorporation or bylaws requiring shareholder approval and the record date for determining the shareholders of record entitled to vote on the merger or amendment occurs prior to delivery of common stock to you, you will not be entitled to vote on the merger or amendment, although you will nevertheless be subject to any changes in the powers or rights of our common stock.

The conversion rate of the notes may not be adjusted for all dilutive events.

The conversion rate of the notes is subject to adjustment for certain events, including but not limited to the payment of stock dividends on our common stock, subdivisions, splits and combinations of our common stock, the issuance of rights or warrants, distributions of capital stock, indebtedness or assets and certain cash dividends and certain tender or exchange offers as described under “Description of the Notes—Conversion Rights—Conversion Price Adjustments.” The conversion rate will not be adjusted for other events, such as an issuance of common stock for cash, that may adversely affect the trading price of the notes or the common stock. There can be no assurance that an event that adversely affects the value of the notes, but does not result in an adjustment to the conversion rate, will not occur.

Any adverse rating of the notes may cause their trading price to fall.

If Moody’s Investors Service, Standard & Poor’s or another rating service rates the notes and if any of such rating services lowers its rating on the notes below the rating initially assigned to the notes, announces its intention to put the notes on credit watch or withdraws its rating of the notes, the trading price of the notes could decline.

Conversion of the notes may dilute the ownership interest of existing shareholders, including holders who have previously converted their notes.

The conversion of some or all of the notes may dilute the ownership interests of existing shareholders. Any sales in the public market of any common stock issuable upon such conversion could adversely affect prevailing

market prices of our common stock. In addition, the anticipated conversion of the notes into shares of our common stock could depress the price of our common stock.

Our credit ratings may not reflect all risks of an investment in the notes.

Our credit ratings may not reflect the potential impact of all risks related to the market values of the notes. However, real or anticipated changes in our credit ratings will generally affect the market values of the notes.

We can issue shares of preferred stock that may adversely affect your rights as a holder of our common stock.

Our certificate of incorporation currently authorizes the issuance of five million shares of preferred stock. Our board of directors is authorized to approve the issuance of one or more series of preferred stock without further authorization of our shareholders and to fix the number of shares, the designations, the relative rights and the limitations of any series of preferred stock. As a result, our board, without shareholder approval, could authorize the issuance of preferred stock with voting, conversion and other rights that could proportionately reduce, minimize or otherwise adversely affect the voting power and other rights of holders of our common stock or other series of preferred stock or that could have the effect of delaying, deferring or preventing a change in our control.

On December 31, 2009, we filed a Certificate of Designations for our Class A convertible preferred stock with the State of Delaware and issued 4,345,514 shares of such preferred stock in connection with the settlement of our recently completed debt-for equity exchange offer. The Certificate of Designations places certain restrictions on our ability to issue additional preferred stock while the Class A convertible preferred stock is outstanding.

We are subject to restrictions on paying dividends on our common stock and we do not intend to pay dividends on our common stock in the foreseeable future.

We do not anticipate that we will be able to pay any dividends on our shares of common stock in the foreseeable future. We intend to retain any future earnings to fund operations, debt service requirements and other corporate needs. In addition, our financing facilities prohibit the payment of dividends on our common stock in other than additional shares of our common stock.

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

We intend 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. For U.S. federal income tax purposes, interest income on the notes will accrue on a constant yield basis at an assumed yield (the “comparable yield”) determined at the time of issuance of the notes, 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 U.S. 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 U.S. holder generally will recognize taxable income significantly in excess of regular cash interest payments received while the notes are outstanding.

A U.S. 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 U.S. 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 "Certain U.S. Federal Income Tax Considerations."

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 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.

Other Risks Relating to Our Business

In addition to the risks and uncertainties contained elsewhere in this prospectus or in our other SEC filings, the following risk factors should be carefully considered in evaluating us. These risks could have a material adverse effect on our business, financial condition and results of operations.

Our pension expense and funding obligations are expected to increase significantly as a result of the weak performance of financial markets and its effect on plan assets.

Our future funding obligations for our U.S. defined benefit pension plans qualified with the Internal Revenue Service depend upon the future performance of assets set aside in trusts for these plans, the level of interest rates used to determine funding levels, the level of benefits provided for by the plans, actuarial data in healthcare inflation trend rates, and experience and any changes in government laws and regulations.

If the market values of the securities held by the multi-employer plans that provide our Teamster represented employees with pension benefits continue to decline, our pension expenses would further increase upon the expiration of our collective bargaining agreements and, as a result, could materially adversely affect our business. Decreases in interest rates that are not offset by contributions and asset returns could also increase our obligations under such plans.

We are subject to general economic factors that are largely out of our control, any of which could have a material adverse effect on our business, financial condition and results of operations.

Our business is subject to a number of general economic factors that may adversely affect our business, financial condition and results of operations, many of which are largely out of our control. These factors include recessionary economic cycles and downturns in customers' business cycles and changes in their business practices, particularly in market segments and industries, such as retail and manufacturing, where we have a significant concentration of customers. Economic conditions may adversely affect our customers' business levels, the amount of transportation services they need and their ability to pay for our services. Due to our high fixed-cost structure, in the short-term it is difficult for us to adjust expenses proportionally with fluctuations in volume levels. Customers encountering adverse economic conditions represent a greater potential for loss, and we may be required to increase our reserve for bad-debt losses.

We are subject to business risks and increasing costs associated with the transportation industry that are largely out of our control, any of which could have a material adverse effect on our business, financial condition and results of operations.

We are subject to business risks and increasing costs associated with the transportation industry that are largely out of our control, any of which could adversely affect our business, financial condition and results of operations. The factors contributing to these risks and costs include weather, excess capacity in the transportation industry, interest rates, fuel prices and taxes, fuel surcharge collection, terrorist attacks, license and registration fees, insurance premiums and self-insurance levels, difficulty in recruiting and retaining qualified drivers, the risk of outbreak of epidemical illnesses, the risk of widespread disruption of our technology systems, and increasing equipment and operational costs. Our results of operations may also be affected by seasonal factors.

We operate in a highly competitive industry, and our business will suffer if we are unable to adequately address potential downward pricing pressures and other factors that could have a material adverse effect on our business, financial condition and results of operations.

Numerous competitive factors could adversely affect our business, financial condition and results of operations. These factors include the following:

- We compete with many other transportation service providers of varying sizes, some of which have a lower cost structure, more equipment and greater capital resources than we do or have other competitive advantages;
- Some of our competitors periodically reduce their prices to gain business, especially during times of reduced growth rates in the economy, which limits our ability to maintain or increase prices or maintain or grow our business;
- Our customers may negotiate rates or contracts that minimize or eliminate our ability to offset fuel price increases through a fuel surcharge on our customers;
- Many customers reduce the number of carriers they use by selecting so-called "core carriers" as approved transportation service providers, and in some instances, we may not be selected;
- Many customers periodically accept bids from multiple carriers for their shipping needs, and this process may depress prices or result in the loss of some business to competitors;
- The trend towards consolidation in the ground transportation industry may create other large carriers with greater financial resources and other competitive advantages relating to their size;
- Advances in technology require increased investments to remain competitive, and our customers may not be willing to accept higher prices to cover the cost of these investments; and
- Competition from non-asset-based logistics and freight brokerage companies may adversely affect our customer relationships and prices.

If our relationship with our employees were to deteriorate, we may be faced with labor disruptions or stoppages, which could have a material adverse effect on our business, financial condition and results of operations and place us at a disadvantage relative to non-union competitors.

Virtually all of our operating subsidiaries have employees who are represented by the Teamsters or other unions. These employees represent approximately 63% of our workforce.

Each of our YRC, New Penn and Holland business units employ most of their unionized employees under the terms of a common national master freight agreement with the Teamsters, as supplemented by additional regional supplements and local agreements. The Teamsters members ratified a five-year agreement that took effect on April 1, 2008, and will expire on March 31, 2013, as modified by the Amended and Restated Memorandum of Understanding on the Job Security Plan (the "Amended and Restated Job Security Plan"), dated July 9, 2009. The Teamsters also represent a number of employees at Reddaway, Glen Moore, Reimer and YRC Logistics under more localized agreements, which have wages, benefit contributions and other terms and conditions that better fit the cost structure and operating models of these business units.

Certain of our subsidiaries are regularly subject to grievances, arbitration proceedings and other claims concerning alleged past and current non-compliance with applicable labor law and collective bargaining agreements.

Neither we nor any of our subsidiaries can predict the outcome of any of the matters discussed above. These matters, if resolved in a manner unfavorable to us, could have a material adverse effect on our business, financial condition and results of operations.

Ongoing self-insurance and claims expenses could have a material adverse effect on our business, financial condition and results of operations.

Our future insurance and claims expenses might exceed historical levels. We currently self-insure for a majority of our claims exposure resulting from cargo loss, personal injury, property damage and workers' compensation. If the number or severity of claims for which we are self-insured increases, our business, financial condition and results of operations could be adversely affected, and we may have to post additional letters of credit to state workers' compensation authorities or insurers to support our insurance policies. If we lose our ability to self insure, our insurance costs could materially increase, and we may find it difficult to obtain adequate levels of insurance coverage.

We have significant ongoing capital requirements that could have a material adverse effect on our business, financial condition and results of operations if we are unable to generate sufficient cash from operations.

Our business is capital intensive. If we are unable to generate sufficient cash from operations to fund our capital requirements, we may have to limit our growth, utilize our existing capital, or enter into additional, financing arrangements, including leasing arrangements, or operate our revenue equipment (including tractors and trailers) for longer periods resulting in increased maintenance costs, any of which could reduce our income. Although we expect reduced capital expenditures due to the integration of Yellow Transportation and Roadway, if our cash from operations and existing financing arrangements are not sufficient to fund our capital requirements, we may not be able to obtain additional financing at all or on terms acceptable to us.

We operate in an industry subject to extensive government regulations, and costs of compliance with, or liability for violation of, existing or future regulations could significantly increase our costs of doing business.

The U.S. Departments of Transportation and Homeland Security and various federal, state, local and foreign agencies exercise broad powers over our business, generally governing such activities as authorization to engage in motor carrier operations, safety and permits to conduct transportation business. We may also become subject to new or more restrictive regulations that the Departments of Transportation and Homeland Security, the Occupational Safety and Health Administration, the Environmental Protection Agency or other authorities impose, including regulations relating to engine exhaust emissions, the hours of service that our drivers may provide in any one time period, security and other matters. Compliance with these regulations could substantially impair equipment productivity and increase our costs.

We are subject to various environmental laws and regulations, and costs of compliance with, or liabilities for violations of, existing or future laws and regulations could significantly increase our costs of doing business.

Our operations are subject to environmental laws and regulations dealing with, among other things, the handling of hazardous materials, underground fuel storage tanks and discharge and retention of storm water. We operate in industrial areas, where truck terminals and other industrial activities are located, and where groundwater or other forms of environmental contamination may have occurred. Our operations involve the risks of fuel spillage or seepage, environmental damage and hazardous waste disposal, among others. If we are involved in a spill or other accident involving hazardous substances, or if we are found to be in violation of applicable environmental laws or regulations, it could significantly increase our cost of doing business. Under specific environmental laws and regulations, we could be held responsible for all of the costs relating to any contamination at our past or present terminals and at third-party waste disposal sites. If we fail to comply with applicable environmental laws and regulations, we could be subject to substantial fines or penalties and to civil and criminal liability.

In addition, as global warming issues become more prevalent, federal and local governments and our customers are beginning to respond to these issues. This increased focus on sustainability may result in new regulations and customer requirements that could negatively affect us. This could cause us to incur additional direct costs or to make changes to our operations to comply with any new regulations and customer requirements, as well as increased indirect costs or loss of revenue resulting from, among other things, our customers incurring additional compliance costs that affect our costs and revenues. We could also lose revenue if our customers divert business from us because we haven't complied with their sustainability requirements. These costs, changes and loss of revenue could have a material adverse affect on our business, financial condition and results of operations.

Our management team is an important part of our business and loss of key personnel could impair our success.

We benefit from the leadership and experience of our senior management team and depend on their continued services to successfully implement our business strategy. We have an employment agreement with William D. Zollars, our chief executive officer, and we also have agreements with other members of our management team that have provisions that encourage their continued employment with us. The loss of key personnel could have a material adverse effect on our business, financial condition and results of operations.

Our business may be harmed by anti-terrorism measures.

In the aftermath of the terrorist attacks on the U.S., federal, state and municipal authorities have implemented and are implementing various security measures, including checkpoints and travel restrictions on large trucks. Although many companies will be adversely affected by any slowdown in the availability of freight transportation, the negative impact could affect our business disproportionately. For example, we offer specialized services that guarantee on-time delivery. If the security measures disrupt or impede the timing of our deliveries, we may fail to meet the needs of our customers, or may incur increased expenses to do so. We cannot assure you that these measures will not significantly increase our costs and reduce our operating margins and income.

The outcome of legal proceedings and IRS audits to which we and our subsidiaries are a party could have a material adverse effect on our businesses, financial condition and results of operations.

We and our subsidiaries are a party to various legal proceedings, including claims related to personal injury, property damage, cargo loss, workers' compensation, employment discrimination, breach of contract, multi-employer pension plan withdrawal liability and antitrust violations. See the "Commitments, Contingencies and Uncertainties" note to our consolidated financial statements in our Current Report on Form 8-K filed on

November 9, 2009 for the year ended December 31, 2008. The IRS may issue adverse tax determinations in connection with its audit of our prior year tax returns or the returns of a consolidated group that we acquired in 2005. See the "Income Taxes" note to our consolidated financial statements in our Current Report on Form 8-K filed on November 9, 2009 for the year ended December 31, 2008. We may incur significant expenses defending these legal proceedings and IRS audits. In addition, we may be required to pay significant awards, settlements or taxes in connection with these proceedings and audits, which could have a material adverse effect on our businesses, financial condition and results of operations.

We may not obtain the projected benefits and cost savings from operational changes and performance improvement initiatives.

In response to our business environment, we initiated operational changes and process improvements to reduce costs and improve financial performance. The changes and initiatives included integrating our Yellow Transportation and Roadway transportation networks, reorganizing our management, reducing corporate overhead, closing redundant offices and eliminating unnecessary activities. There is no assurance that these changes and improvements will be successful or that we will not have to initiate additional changes and improvements in order to achieve the projected benefits and cost savings.

Our financing facilities subject us to various covenants and restrictions that could limit our operating flexibility.

Our financing facilities contain covenants and other restrictions that, among other things, require us to satisfy certain financial covenants and restrict our ability to take certain actions, including incur additional indebtedness. The covenants and restrictions in our financing arrangements may limit our ability to respond to market conditions or take advantage of business opportunities by limiting, among other things, the amount of additional borrowings we may incur. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Financial Condition—Liquidity" in the Quarterly Report on Form 10-Q filed for the quarterly period ending September 30, 2009 for additional information regarding our liquidity.

RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERENCE DIVIDENDS

We have computed the ratio of earnings to fixed charges for each of the following periods on a consolidated basis. You should read the following ratios in conjunction with our consolidated financial statements and the notes to those financial statements that are incorporated by reference in this prospectus. There were no preference securities outstanding for the each of the following periods. Therefore, the ratios of earnings to combined fixed charges and preference dividends are identical to the ratios of earnings to fixed charges.

	Nine Months Ended September 30, 2009[2]	Fiscal Year Ended December 31,				
		2008[2]	2007[2]	2006	2005	2004
Ratio of Earnings to Fixed Charges[1]	(5.1x)	(10.3x)	(5.0x)	5.2x	6.7x	6.1x

(1) The ratio of earnings to fixed charges is computed by dividing the sum of earnings before provision for taxes on income, income or loss from equity investees and fixed charges by fixed charges. Fixed charges represent interest expense, amortization of debt premium, discount, and capitalized expenses, and an appropriate interest factor for operating leases.

(2) The deficiency in earnings necessary to achieve a 1.0x ratio was $656.5 million for the year ended December 31, 2007, $1,148.8 million for the year ended December 31, 2008 and $915.8 million for the nine months ended September 30, 2009.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale by the selling securityholders of the notes or any shares of common stock issuable upon the conversion of the notes, make whole premiums or in respect of interest.

PRICE RANGE OF COMMON STOCK AND DIVIDEND POLICY

Shares of our common stock are quoted on the NASDAQ Global Select Market under the symbol "YRCW." On February 9, 2010, the last reported sale price of our common stock was $0.7342 per share. The following table sets forth, for the quarters indicated, the range of high and low sale prices for our common stock as reported on the NASDAQ Global Select Market.

	High	Low
Fiscal Year Ended December 31, 2008:		
First Quarter	$19.80	$10.99
Second Quarter	20.95	11.90
Third Quarter	22.52	11.52
Fourth Quarter	11.87	1.20
Fiscal Year Ended December 31, 2009:		
First Quarter	$ 5.45	$ 1.48
Second Quarter	5.94	1.52
Third Quarter	6.18	0.89
Fourth Quarter	4.83	0.81
Fiscal Year Ending December 31, 2010:		
First Quarter (through February 9, 2010)	$ 1.18	$ 0.62

No dividends on our common stock were declared or paid during the past four years, and no dividends are anticipated to be declared or paid on our common stock in the foreseeable future. Our payment of dividends in the future will be determined by our board of directors and will depend on business conditions, our financial condition, our earnings, restrictions and limitations imposed under our various debt instruments or financing facilities, and other factors.

DESCRIPTION OF THE NOTES

The notes will be issued under an indenture between YRC Worldwide Inc., certain subsidiary guarantors and a notes trustee, and pursuant to the note purchase agreement. 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.

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 currently guaranteed by certain of our domestic subsidiaries. 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 December 31, 2009, we and our subsidiary guarantors had approximately $1.1 billion of secured indebtedness outstanding to which the notes effectively are subordinated.

On February 11, 2010, we signed the note purchase agreement with certain investors pursuant to which such investors agreed, subject to the terms and conditions set forth therein, to purchase from us $70,000,000 in aggregate principal amount of our notes. We issued notes in an aggregate principal amount of $49,800,000 to the investors on February , 2010, and expect to issue notes in an aggregate principal amount of $20,200,000 upon the earlier of (i) the date we enter into a supplemental indenture to amend the indenture governing the 5% Notes, with the consent of the requisite holders of the 5% Notes as provided in the 5% Notes indenture, if necessary, which supplemental indenture will terminate or extinguish the holders' put right and (ii) July 30, 2010 provided certain conditions are met, including our compliance with our senior credit facilities at such time. In the event certain conditions are not satisfied, the investors will not purchase the additional $20,200,000 of notes from us. See "Risk Factors—If the conditions under the note purchase agreement are not satisfied for the second closing, the investors will not be required to purchase all of the notes described in this prospectus." The notes will mature on February , 2014, unless earlier repurchased by us at a holder's option upon a fundamental change of the Company as described under "—Right to Require Purchase of Notes upon a Fundamental Change." We may not redeem the notes prior to their stated maturity.

The notes are convertible into shares of our common stock as described under "—Conversion Rights." We may also issue shares of our common stock in respect of make whole premiums, in respect of interest or as liquidated damages.

The indenture contains restrictions on our ability and the ability of our significant subsidiaries to incur additional debt. See "—Limitations on Incurrence of Additional Indebtedness."

The indenture does not contain any restriction on the payment of dividends nor does it contain any financial covenants. Other than as described under "—Future Guarantees," "—Right to Require Purchase of Notes upon a Fundamental Change" and "—Limitations on Incurrence of Additional Indebtedness," 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 February and August of each year, whether or not such day is a business day, at an interest rate of 6.0% per annum payable semiannually in arrears on the following February and August of each year, commencing August , 2010. Interest on the notes issued in the first closing will accrue from February , 2010 or, if interest has already been paid, from the date it was most recently paid. Interest on the notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Upon the occurrence of an event of default, the interest rate will be increased by 2% per annum.

Notwithstanding the foregoing, and *provided* that the payment of the interest in shares of our common stock would not result in a violation or violations of the limitation on conversion described in "—Limitation on Conversion and Issuance of Shares", to the extent that (i) we are not permitted to pay the entire amount of interest then due and payable on notes pursuant to the terms of any financing facility as in effect of the date of the indenture ("bank restricted interest") or (ii) we and our subsidiaries, collectively, determine in our reasonable judgment that we lack sufficient funds to necessary to pay the entire amount of the interest then due and payable on the notes or is otherwise deferring scheduled payments of interest, commitment fees and letter of credit fees under the financing facilities (such amount of interest for which sufficient funds are lacking, together with bank restricted interest, "restricted interest"), we may elect to pay the restricted interest by issuing shares of our common stock that are qualified for registration with the SEC upon resale of such shares and listed on a principal market in an amount of shares equal to the quotient of (x) the amount of such restricted interest then due on the notes divided by (y) the restricted interest conversion price (as hereinafter defined), rounded up to the nearest whole share of common stock. On or prior to the record date immediately preceding the interest payment date for which restricted interest will be paid, we will give written notice to the trustee and file a Current Report on Form 8-K of our intention to issue shares of common stock in respect of restricted interest and the amount of restricted interest per $1,000 in principal amount of notes.

"Financing facilities" means, collectively, (i) that certain Credit Agreement, dated as of August 17, 2007, as amended, among the Company, certain of its subsidiaries, JPMorgan Chase Bank, National Association, as agent, and the other lenders party thereto, and (ii) that certain Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008, as amended, among the Company, as performance guarantor, Yellow Roadway Receivables Funding Corporation, as seller, Falcon Asset Securitization Company LLC, Three Pillars Funding LLC and Amsterdam Funding Corporation, as conduits, the financial institutions party thereto, as committed purchasers, Wachovia Bank, National Association, as agent and letter of credit issuer, SunTrust Robinson Humphrey, Inc., as agent, The Royal Bank of Scotland plc (successor to ABN AMRO Bank N.V.), as agent, and JPMorgan Chase Bank, N.A., as agent, in each case, together with the related documents thereto (including, without limitation, any guarantee agreements and security documents), in each case as such agreements may be amended (including any amendment and restatement thereof), supplemented or otherwise modified from time to time, including any agreement extending the maturity of, refinancing, replacing or otherwise restructuring (including increasing the amount of available borrowings thereunder or adding any Subsidiaries of the Company as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness under any such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders.

"Principal market" means The NASDAQ Global Select Market or such other stock exchange or electronic quotation system on which our common stock is listed or quoted on the applicable trading day.

The "restricted interest conversion price" is the product of (x) 95% multiplied by (y) the simple arithmetic average of the weighted average price of the shares of common stock (as reported by Bloomberg) for each of the five (5) consecutive trading days ending on the second (2^{nd}) trading day immediately preceding the interest payment date to which such restricted interest relates; *provided* that in no event shall the restricted interest conversion price be less than $0.38 per share of common stock (as appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction) or greater than the conversion price then in effect.

We will pay the principal of, and interest 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. The notes will be issued in certificated form to holders of the 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 currently guaranteed by our following subsidiaries: Globe.com Lines, Inc., YRC Inc., YRC Logistics, Inc., YRC Logistics Global, LLC, Roadway LLC, Roadway Next Day Corporation, YRC Enterprise Services, Inc., YRC Regional Transportation, Inc., USF Sales Corporation, USF Holland Inc., USF Reddaway Inc., USF Glen Moore Inc., YRC Logistics Services, Inc. and IMUA Handling Corporation. If, after the date of this prospectus, any debt securities of the Company (excluding any financing facility or other bank credit facility) 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 the same terms as such other guarantees. 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.

Conversion Rights

A holder may convert any outstanding notes into shares of our common stock at an initial conversion price per share of $0.43 upon the terms described in this section. This represents a conversion rate of approximately 2,325.5814 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.

Make Whole Premium

Upon conversion of notes by a holder pursuant to this section or pursuant to a mandatory conversion at our option, we will also pay to such holder a make whole premium ("make whole premium") on the notes converted equal to the sum of undiscounted interest that would have been paid on the principal amount of such notes from the last date interest was paid immediately prior to such conversion or mandatory conversion, as the case may be, through and including the stated maturity as though such notes had remained outstanding until the stated maturity. The make whole premium will be payable in shares of common stock at a price per share of common stock (the "make whole premium conversion price") equal to 95% of the simple arithmetic average of the weighted average price of the shares of common stock (as reported by Bloomberg) for each of, (x) with respect to a conversion other than a mandatory conversion, the five (5) consecutive trading days ending on the second (2nd) trading day immediately preceding the date of such conversion, and (y) with respect to a mandatory conversion, for the 10 consecutive trading days ending on the second (2nd) trading day immediately preceding such mandatory conversion date; *provided* that in no event shall the make whole premium conversion price be less than $0.38 per share of common stock (as appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during the applicable calculation period) or greater than the conversion price then in effect; *provided*, *further*, that the number of shares of common stock issuable with respect to the make whole premium will be subject to the limitations set forth in "—Limitation on Conversion and Issuance of Shares."

Conversion Rate Adjustments

We will adjust the conversion rate from time to time if any of the following events occur:

(1) If we exclusively issues shares of our common stock as a dividend or distribution on shares of our common stock, or if we effect a share split or share combination, then the conversion rate will be adjusted based on the following formula:

$$CR' = \frac{CR_0 \times OS'}{OS_0}$$

where,

CR_0 = the conversion rate in effect immediately prior to the ex-date of such dividend or distribution, or the effective date of such share split or share combination, as applicable;

CR' = the conversion rate in effect immediately after such ex-date or effective date;

OS_0 = the number of shares of common stock outstanding immediately prior to such ex-date or effective date; and

OS' = the number of shares of common stock outstanding immediately after such ex-date or effective date.

(2) If we issue to all holders of common stock any rights or warrants entitling them for a period of not more than 60 calendar days to subscribe for or purchase shares of common stock at a price per share less than the average of the last reported sale prices of common stock for the 10 consecutive trading day period ending on the business day immediately preceding the date of announcement of such issuance, the conversion rate shall be adjusted based on the following formula (provided that the conversion rate will be readjusted to the extent such rights or warrants are not exercised prior to their expiration):

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

CR_0 = the conversion rate in effect immediately prior to the ex-date for such issuance;

CR' = the conversion rate in effect immediately after such ex-date;

OS_0 = the number of shares of common stock outstanding immediately after such ex-date;

X = the total number of shares of common stock issuable pursuant to such rights; and

Y = the number of shares of common stock equal to the aggregate price payable to exercise such rights divided by the average of the last reported sale prices of common stock for the 10 consecutive trading day period ending on the business day immediately preceding the date of announcement of the issuance of such rights.

(3) If we distribute shares of any class of our capital stock, evidences of our indebtedness or other assets or property to all holders of our common stock, excluding: (i) dividends or distributions referred to in clause (1) above; (ii) rights or warrants referred to in clause (2) above; (iii) dividends or distributions paid exclusively in cash; and (iv) spin-offs (as described below) to which the provisions set forth below in this clause applies; then the conversion rate will be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

CR_0 = the conversion rate in effect immediately prior to the ex-date for such distribution;

CR' = the conversion rate in effect immediately after such ex-date;

SP_0 = the average of the last reported sale prices of the common stock over the 10 consecutive trading-day period ending on the business day immediately preceding the ex-date for such distribution; and

FMV = the fair market value (as determined by our board of directors) of the shares of capital stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of the common stock on the record date for such distribution.

With respect to an adjustment pursuant to this clause (3) where there has been a payment of a dividend or other distribution on the common stock of shares of capital stock of any class or series, or similar equity interest, of or relating to a subsidiary or other business unit (a "spin-off"), the conversion rate in effect immediately before 5:00 p.m., New York City time, on the effective date of the spin-off shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

CR_0 = the conversion rate in effect immediately prior to the effective date of the adjustment;

CR' = the conversion rate in effect immediately after the effective date of the adjustment;

FMV_0 = the average of the last reported sale prices of the capital stock or similar equity interest distributed to holders of common stock applicable to one share of common stock over the first ten consecutive trading day period after the effective date of the spin-off; and

MP_0 = the average of the last reported sale prices of common stock over the first ten consecutive trading day period after the effective date of the spin-off.

The adjustment to the conversion rate under the preceding paragraph will occur on the tenth trading day from, and including, the effective date of the spin-off; *provided* that in respect of any conversion within the 10 trading days following the effective date of any spin-off, references within this clause (3) to "10 days" shall be deemed replaced with such lesser number of trading days as have elapsed between the effective date of such spin-off and the conversion date in determining the applicable conversion rate.

(4) If any cash dividend or other distribution is made to all holders of common stock, the conversion rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where,

CR_0 = the conversion rate in effect immediately prior to the ex-date for such distribution;

CR' = the conversion rate in effect immediately after the ex-date for such distribution;

SP_0 = the last reported sale price of a share of common stock on the trading day immediately preceding the ex-date for such distribution; and

C = the amount in cash per share the Company distributes to holders of common stock.

(5) If we or one of our subsidiaries make a payment in respect of a tender offer or exchange offer for common stock, to the extent that the cash and value of any other consideration included in the payment per share of common stock exceeds the last reported sale price per share of common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, the conversion rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{AC + (SP' \times OS')}{OS_0 \times SP'}$$

where,

CR_0 = the conversion rate in effect on the date the tender or exchange offer expires;

CR' = the conversion rate in effect on the day next succeeding the date the tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by our board of directors) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of common stock outstanding immediately prior to the date such tender or exchange offer expires;

OS' = the number of shares of common stock outstanding immediately after the date such tender or exchange offer expires; and

SP' = the average of the last reported sale prices of common stock over the 10 consecutive trading day period commencing on the trading day next succeeding the date such tender or exchange offer expires.

The adjustment to the conversion rate under this clause (5) shall occur on the tenth trading day from, and including, the trading day next succeeding the date such tender or exchange offer expires; *provided* that in respect of any conversion within the 10 trading days beginning on the trading day next succeeding the date the tender or exchange offer expires, references within this clause (5) to "10 days" shall be deemed replaced with such lesser number of trading days as have elapsed between the trading day next succeeding the date the tender or exchange offer expires and the conversion date in determining the applicable conversion rate.

As used in this section, "ex-date" shall mean the first date on which the shares of the common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance or distribution in question. Notwithstanding the foregoing, if the application of the foregoing formulas would result in a decrease in the conversion rate (other than as a result of a reverse stock split or a stock combination), no adjustment to the conversion rate (or the conversion price) shall be made.

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.

We may from time to time increase the conversion rate (and thereby decrease 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 days.

Mandatory Conversion of the Notes

We may not redeem any of the notes prior to stated maturity, but we may convert the notes pursuant to a mandatory conversion from and after the two (2) year anniversary of the date of the indenture into shares of common stock as a whole, or from time to time in part, in any integral multiple of $1,000, at our option, if the last reported sale price of our common stock has been at least 150% of the conversion price in effect on the applicable trading day for at least twenty (20) trading days during any thirty (30) consecutive trading day period ending one trading day prior to the date on which we announces our election of a mandatory conversion, with the number of shares to be issued in connection with such mandatory conversion equal to the sum of (x) the principal amount of notes subject to the mandatory conversion plus (y) accrued and unpaid liquidated damages, if any, on such principal amount accruing through but not including the mandatory conversion date, divided by the conversion price in effect on the second (2nd) business day immediately preceding such mandatory conversion date (subject to adjustments as set forth in “Conversion Rights—Conversion Rate Adjustments”), plus the make whole premium divided by the make whole premium conversion price, (plus such shares of common stock to be issued with respect to restricted interest, if any, to the extent not issued to the noteholder (or portion thereof) subject to such mandatory conversion with respect to an interest payment date prior to such mandatory conversion date). See also “—Conversion Rights —Make Whole Premium.”

We will issue a press release and file with the SEC a Current Report on Form 8-K announcing the mandatory conversion and promptly as practicable thereafter mail a notice to each holder of notes to be converted. The notice will include, among other things, (i) the conversion price in effect on the date of the notice, (ii) the mandatory conversion date, (iii) the principal amount of the notes subject to the mandatory conversion and the amount of accrued and unpaid liquidated damages, if any, to be converted and (iv) the amount of the make whole premium. If we opt to convert less than all of the notes in a mandatory conversion, the trustee will select the notes to be converted on a pro rata basis. If we opt for a mandatory conversion of less than all notes, the trustee may select for conversion portions of the principal amount of notes that have denominations of $1,000 or integral multiples thereof.

Limitation on Conversion and Issuance of Shares

Notwithstanding anything to the contrary set forth in the indenture or in the notes, the maximum number of shares of common stock which can be issued in respect of the notes upon conversion (including mandatory conversion), restricted interest, make whole premium or otherwise shall be limited to one share less than 20% of our outstanding common stock on the issue day of such notes or 201,880,000 shares of common stock in the aggregate for $70,000,000 in aggregate principal amount of notes as of the date of the indenture. These limitations shall be adjusted to reflect any adjustments in the conversion rate to be made in accordance with this section, and shall apply pro rata to all notes issued under the indenture. To the extent any shares of common stock are restricted from being issued to a noteholder in respect of such limitation, the noteholder shall not receive any cash or other consideration in lieu of such shares. This limitation shall terminate and cease to be of force and effect if the holders of our common stock approve the termination of this limitation. We covenant and agree to disclose in our Quarterly Reports on Form 10-Q and our Annual Report on Form 10-K to be filed with the SEC from and after the date of the indenture so long as any notes remain outstanding, which disclosure will set forth the then outstanding aggregate principal amount of the notes and the maximum number of shares of

common stock which may be issued in connection therewith after taking into account any conversions of notes and the payment of restricted interest and the make whole premium as of the end of the fiscal period to which such report relates and, to the extent available, as of a more recent date for which such information is available at the time such report is filed with the SEC.

Notwithstanding anything to the contrary, from the date of the indenture through (i) but not including the two (2) year anniversary, no holder may convert any portion of its notes in excess of that portion of the notes upon conversion of which the sum of (1) the number of shares of our common stock beneficially owned by the holder and its affiliates (as defined in the indenture) (other than shares of common stock which may be deemed beneficially owned through the ownership of the unconverted portion of the notes or the unexercised or unconverted portion of any other security of the holder subject to a limitation on conversion analogous to the limitations contained herein in this clause (i)) and (2) the number of shares of common stock issuable upon the conversion of the portion of the notes with respect to which the determination of this proviso is being made (including the payment of the make whole premium in connection therewith), would result in beneficial ownership by the holder and its affiliates of any amount greater than 4.9% of the then outstanding shares of our common stock (whether or not, at the time of such exercise, the holder and its affiliates beneficially own more than 4.9% of the then outstanding shares of our common stock), and (ii) and including the stated maturity of the notes, no holder may convert any portion of its notes to the extent that such conversion would cause the holder to hold or own greater than 9.9% of the total combined voting power of all classes of our voting stock within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), taking into consideration the attribution rules set forth in Section 871(h)(3)(C) of the Code. The limitations set forth in clause (i) above may be waived by the holder by providing us no less than sixty-one (61) days prior notice. The limitations set forth in clause (ii) above may not be waived at any time by any holder.

Right to Require Purchase of Notes upon a Fundamental Change

If a fundamental change (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 30 days nor more than 60 days after we give notice of the fundamental change. 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, and liquidated damages, if any, to the date of repurchase.

"Fundamental change" means the occurrence of one or more of the following events:

(1) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, to any person or group of related persons, as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (a "Group") (whether or not otherwise in compliance with the provisions of this Indenture);

(2) any person or Group other than the Company, the guarantors or the Company's or its subsidiaries' employee benefit plans, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or Group has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act of the Company's common equity representing more than 50% of the voting power of the Company's outstanding voting stock;

(3) consummation of any share exchange, consolidation or merger of the Company (excluding a merger solely for the purpose of changing the Company's jurisdiction of incorporation) pursuant to which the common stock will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and its subsidiaries, taken as a whole, to any person other than one of the subsidiaries; *provided*, *however*, that a transaction where the holders of more than 50% of each class of the Company's outstanding common equity immediately prior to such transaction own, directly or indirectly, more than 50% of such class of common equity of the continuing or surviving corporation or

transferee or the parent thereof immediately after such event shall not be a fundamental change (unless such transaction constitutes a fundamental change pursuant to another clause of this definition);

(4) the approval by the holders of capital stock of the Company of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of this Indenture); or

(5) the first day of which a majority of the members of the Company's board of directors are not continuing directors (as hereinafter defined).

The definition of "fundamental change" 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.

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.

"Continuing directors" means, as of any date of determination, any member of the board of directors of the Company who (i) was a member of such board of directors on the date of the original issuance of the notes or (ii) was nominated for election or elected to the board of directors with the approval of a majority of the continuing directors who were members of such board of directors at the time of such nomination or election.

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

On or before the 15th day after the fundamental change, we will mail to the trustee and all holders of the notes a notice of the occurrence of the fundamental change, and on or before the second business day after the fundamental change, we will file a Current Report on Form 8-K with the SEC and publish such notice through a public medium as we may use at such time, stating, among other things:

- the fundamental change purchase date;
- the date by which the repurchase right must be exercised;
- the fundamental change purchase price for the notes;
- the conversion rate, the conversion price and any adjustments thereto; 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 fundamental change purchase date, a written notice to us and the paying agent 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 fundamental change purchase date.

Our obligations with respect to the repurchase right upon a fundamental change will be satisfied if a third party makes a fundamental change offer in the manner and at the times and otherwise in compliance in all

material respects with the requirements applicable to a fundamental change and purchases all notes properly tendered and not withdrawn under the fundamental change offer.

If a fundamental change 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.

Limitations on Incurrence of Additional Indebtedness

So long as at least $10 million in principal amount of the notes are outstanding, neither we, nor our significant subsidiaries are permitted to, directly or indirectly, create, incur, assume, guarantee, acquire, become liable, contingently or otherwise, with respect to, or otherwise become responsible for the payment of (collectively, "incur") any indebtedness (other than permitted indebtedness) at any time prior to the two (2) year anniversary of the date of the indenture.

"Indebtedness" means, with respect to any person, without duplication, (i) all obligations of such person for borrowed money, (ii) all obligations of such person evidenced by bonds, debentures, notes or other similar instruments, (iii) all capitalized lease obligations of such person, (iv) all obligations of such person issued or assumed as the deferred purchase price of property or services (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business that are not overdue by 90 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted), (v) all obligations for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction, (vi) guarantees and other contingent obligations in respect of indebtedness of any other person referred to in clauses (i) through (v) above and clause (viii) below, (vii) all obligations of any other person of the type referred to in clauses (i) through (vi) which are secured by any lien on any property or asset of such person, (viii) all obligations under currency agreements and interest swap agreements of such person and (ix) all disqualified capital stock issued by such person. Notwithstanding the foregoing, indebtedness shall not include (i) any pension contributions or health and welfare contributions due from such person and/or its applicable subsidiaries to any pension fund entity or health and welfare fund or (ii) the accrual of interest or dividends on disqualified stock, the accretion or amortization of original issue discount, the payment of interest on any indebtedness in the form of additional indebtedness with the same terms, and the payment of dividends on disqualified stock in the form of additional shares of the same class of disqualified stock.

"Permitted indebtedness" means, without duplication, each of the following:

(i) indebtedness (a) under the notes, the indenture and the guarantees not to exceed $70,000,000 in aggregate principal amount or (b) equal to the principal amount of the notes that have been converted into shares of common stock in accordance with the terms of the indenture;

(ii) indebtedness incurred pursuant to any financing facility;

(iii) (a) other indebtedness of the Company and its significant subsidiaries outstanding on the date of the indenture reduced by the amount of any scheduled amortization payments or mandatory prepayments when actually paid or permanent reductions thereon, and (b) any commitments for revolving working capital facilities in foreign jurisdictions outstanding as of the date of the indenture and any outstanding indebtedness in respect thereof, *provided* that the borrowing under such facilities are used solely for working capital purposes;

(iv) interest swap obligations of the Company covering indebtedness of the Company or any of its significant subsidiaries entered into in the ordinary course of business and not for speculative purposes;

(v) indebtedness under commodity agreements entered into in the ordinary course of business and for speculative purposes;

(vi) indebtedness of a significant subsidiary to the Company or to another subsidiary for so long as such indebtedness is held by the Company or another subsidiary; provided that if as of any date any

person other than the Company or a subsidiary owns or holds any such indebtedness, such date shall be deemed the incurrence of indebtedness not constituting permitted indebtedness by the issuer of such indebtedness;

(vii) indebtedness of the Company to a subsidiary for so long as such indebtedness is held by a subsidiary; provided that (a) any indebtedness of the Company to any subsidiary is unsecured and (b) if as of any date any person other than a subsidiary owns or holds any such indebtedness, such date shall be deemed the incurrence of indebtedness not constituting permitted indebtedness by the Company;

(viii) indebtedness (a) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five business days of incurrence and (b) in respect of customary netting services and overdraft protections in connection with deposit accounts incurred in the ordinary course of business;

(ix) indebtedness of the Company or any of the significant subsidiaries represented by letters of credit for the account of the Company or such significant subsidiary, as the case may be, in order to provide security for workers' compensation claims, payment obligations in connection with self-insurance or similar requirements in the ordinary course of business;

(x) unsecured Indebtedness that (A) is expressly subordinated to the obligations due to the noteholders under the indenture and the notes pursuant to a written agreement among the holders of such indebtedness and the persons incurring such indebtedness for the benefit of the trustee and the holders of the notes, and (B) does not provide for any cash payment in respect of any sinking fund payment or amortization or other payment of principal, whether by installment or at final maturity, at any time prior to the date which is at least six (6) months after the stated maturity;

(xi) purchase money indebtedness, capitalized lease obligations and attributable indebtedness (and any indebtedness incurred to such refinance such indebtedness) to the extent permitted under any financing facility;

(xii) indebtedness of the Company and its significant subsidiaries in respect of performance bonds, bid bonds, appeal bonds, surety bonds, completion guarantees, workers' compensation claims, self-insurance obligations, performance bonds, export or import indemnitees or similar instruments, customs bonds, governmental contracts, leases, employee credit card arrangements and similar obligations, in each case provided in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(xiii) indebtedness (a) in respect of taxes, assessments or governmental charges to the extent that payment thereof shall not at the time be required to be made hereunder or (b) incurred in the ordinary course of business in connection with the financing of insurance premiums;

(xiv) indebtedness of the Company or any significant subsidiary as an account party in respect of trade letters of credit;

(xv) the guarantee by the Company or any significant subsidiary of indebtedness of the Company or any significant subsidiary to the extent that the guaranteed indebtedness was permitted to be incurred under the indenture; *provided* that if the indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the guarantee must be subordinated or *pari passu*, as applicable, to the same extent as the indebtedness guaranteed;

(xvi) indebtedness under currency agreements entered into in the ordinary course of business and not for speculative purposes;

(xvii) other indebtedness of the Company and its significant subsidiaries in an aggregate principal amount not to exceed $20,000,000; and

(xviii) refinancing indebtedness.

"Significant subsidiary" has the meaning ascribed to such term in Regulation S-X (17 CFR Part 210). Unless the context requires otherwise, "significant subsidiary" will refer to a significant subsidiary of the Company.

Reverse Stock Split; Combination of Shares.

We may not implement or cause a reverse stock split or a combination of our shares of common stock at any time prior to the 60th day after the date of the indenture.

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 substantially our properties and assets 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 or liquidated damages, if any, on any note;
- reduce the principal amount of, the make whole amount due in respect of, or the rate of interest on or liquidated damages, if any, any note, or alter the manner of calculation of interest or liquidated damages, if any, or the rate of accrual, on any note;
- change the currency in which the principal of any note or interest or liquidated damages, if any, is payable;
- impair the right to institute suit for the enforcement of any payment on or with respect to any note when due;
- adversely affect any right provided in the indenture to convert any note including with respect to the mandatory conversion price or make whole premium or the issuance of shares of common stock in respect of restricted interest;
- after the Company's obligation to purchase notes arises thereunder, to convert notes in a mandatory conversion or to issue shares in payment of the make whole premium, to 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 fundamental change offer in the event of a fundamental change or, after such fundamental change has occurred, modify any of the provisions with respect thereto, or modify any provisions relating to the payment of the mandatory conversion price or make whole premium after the Company has elected to make a mandatory conversion or the holders have elected to convert their notes;

- 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 or liquidated damages, if any, on, or the fundamental change purchase price in respect of, 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 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, or 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 or the fundamental change purchase price when due;

(3) a failure to comply with any of our agreements in the indenture or the notes which continues for 45 days;

(4) 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 10 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 10-day period described above has elapsed), aggregates $10,000,000 or more at any time;

(5) failure by us or any of our significant subsidiaries to pay any final, non-appealable judgments (other than any judgment as to which a reputable insurance company has accepted full liability) aggregating in excess of $15,000,000, which judgments are not stayed, bonded or discharged within 60 days after their entry;

(6) our failure to issue common stock upon conversion of notes by a holder or upon a mandatory conversion in accordance with the provisions set forth in the indenture and the notes;

(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 (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, and liquidated damages, 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, and liquidated damages, 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, or liquidated damages, if any, on, any of the notes when due or due for purchase.

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, 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 among other things:

- holders of at least 25% in principal amount of the outstanding notes have requested in the writing that 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.

Form of Notes

The notes will be issued in certificated form to the holders of the notes.

Registration Rights

We and our guarantor subsidiaries entered into a registration rights agreement with the purchasers for the benefit of the holders of the notes and the shares of our common stock issuable on conversion of the notes or otherwise on account 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 our commercially reasonable efforts to keep the shelf registration statement effective after its effective date until the earlier of:

- the sale under the shelf registration statement of all of the notes and any shares of our common stock issued on their conversion or otherwise under the terms of the notes; and
- the date the notes and any shares of our common stock issued on their conversion or otherwise under the terms of the notes may be sold without restriction under Rule 144 of the Securities Act (such date, the “effective period”).

If (i) the shelf registration statement is not declared effective on or prior to the earlier of (1) April 30, 2010, (2) the 2nd business day after we receive notice that the shelf registration statement will not be reviewed by the SEC or (3) if the shelf registration statement is reviewed by the SEC, the 5th business day following the date we are notified that it will receive no further review or comments; *provided* that, with respect to clauses (2) and (3), if the effectiveness deadline falls on a date on which the shelf registration statement is not eligible to be declared effective under applicable rules and regulations of the SEC, the effectiveness deadline will be extended to the first business day on which such shelf registration statement is so eligible to be declared effective by the SEC, but in no event will the effectiveness deadline be after April 30, 2010, or (ii) after the shelf registration statement has been declared effective, we fail to keep the shelf registration statement effective or usable for more than an aggregate of 30 trading days (which need not be consecutive) or (iii) if we fail to make required filings with the SEC to permit affiliates to sell without restriction under Rule 144 in accordance with and during the periods specified in the registration rights agreement, then, in each case, we are required to pay liquidated damages to all holders of notes and all holders of our common stock issued on conversion of the notes or otherwise under the terms of the notes equal to 1.5% of the aggregate purchase price paid by such holder pursuant to the note purchase agreement. So long as the failure to file or become effective or such unavailability continues, we will pay such liquidated damages each month until the expiration of the effectiveness period (however such expiration will not apply to failure to make the required filings with the SEC described above). The liquidated damages will be paid in cash except in the case of a mandatory conversion of the notes, in which case, the liquidated damages will be paid to the holders of the notes in shares of our common stock. See “Description of the Notes—Mandatory Conversion of the Notes.”

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

The following is a general description of the terms and provisions of our capital stock and is based upon our certificate of incorporation, as amended ("Certificate of Incorporation"), our bylaws, as amended ("Bylaws"), a certificate of designations ("Certificate of Designations") and applicable provisions of law, in each case as currently in effect. The following description is only a summary of the material provisions of our capital stock, the Certificate of Incorporation, Bylaws and Certificate of Designations and does not purport to be complete and is qualified in its entirety by reference to the provisions of the Certificate of Incorporation, Bylaws and Certificate of Designations. Our Certificate of Incorporation, Bylaws and Certificate of Designations have been filed as exhibits to the registration statement of which this prospectus is a part and are incorporated by reference in this prospectus. See "Where You Can Find More Information." We urge you to read the Certificate of Incorporation, Bylaws and Certificate of Designations because those documents, not this description, define your rights as holders of our capital stock.

Certain provisions of the Delaware General Corporation Law ("DGCL"), our Certificate of Incorporation and our Bylaws summarized in the following paragraphs may have an anti-takeover effect. This may delay, defer or prevent a tender offer or takeover attempt that a shareholder might consider in its best interests, including those attempts that might result in a premium over the market price for its shares.

Preferred Stock

General

The following is a description of general terms and provisions of our preferred stock.

We are authorized to issue up to 5,000,000 shares of preferred stock, $1.00 par value per share. The Certificate of Designations has designated 4,350,000 shares of our Class A Convertible Preferred Stock (the "Preferred Stock"), and we continue to have 650,000 shares of undesignated preferred stock that will be available for issuance in the future, subject to any restrictions in our Certificate of Incorporation and Certificate of Designations. As of the date of this prospectus, there are 4,345,514 shares of our Preferred Stock issued and outstanding. Subject to limitations prescribed by law, the board of directors is authorized at any time to:

- issue one or more series of preferred stock;
- determine the designation for any series by number, letter or title that shall distinguish the series from any other series of preferred stock;
- determine the number of shares in any series;
- whether dividends on that series of preferred stock will be cumulative, noncumulative or partially cumulative;
- the dividend rate or method for determining the rate;
- the liquidation preference per share of that series of preferred stock, if any;
- the conversion provisions applicable to that series of preferred stock, if any;
- any redemption or sinking fund provisions applicable to that series of preferred stock;
- the voting rights of that series of preferred stock, if any; and
- the terms of any other powers, preferences or rights, if any, and the qualifications, limitations or restrictions thereof, applicable to that series of preferred stock.

The preferred stock, when issued, will be fully paid and nonassessable.

Class A Convertible Preferred Stock

The following is a description of general terms and provisions of our Preferred Stock.

General

On December 31, 2009, we filed a Certificate of Designations for the Preferred Stock with the State of Delaware and issued 4,345,514 shares of Preferred Stock (along with 36,504,043 shares of our common stock) in settlement of our recently completed debt-for equity exchange offer. As required by the exchange offer, we called a special meeting of the shareholders on February 17, 2010 (the "Special Meeting") to vote upon amendments to our Certificate of Incorporation to effect a par value reduction of our common stock, an increase in the authorized amount of our common stock, and at the discretion of our board of directors, a reverse stock split and a proportionate decrease in the amount of authorized common stock. If the shareholders approve amendments to the company's Certificate of Incorporation to increase the amount of authorized common stock and reduce the par value of our common stock from $1.00 par value per share to $0.01 par value per share (the "Shareholder Approval"), we plan to file such an amendment to our Certificate of Incorporation with the State of Delaware on February 18, 2010 (the "Conversion Date").

In such event, on the Conversion Date, up to 4,345,514 of the Preferred Stock will automatically convert into the company's common stock, par value $0.01 per share, at a conversion ratio of 220.28 shares of common stock for each share of Preferred Stock. Any fractional shares of common stock resulting from such conversion ratio will be rounded down to the nearest whole share of common stock. If all shares of Preferred Stock are converted, we anticipate that there will be approximately one billion shares of common stock outstanding as of the Conversion Date. See "—Conversion."

Ranking

The Preferred Stock has a liquidation preference of $50.00 per share and ranks senior to our common stock and any other stock that ranks junior to the Preferred Stock with respect to distributions of assets upon our liquidation, dissolution or winding up.

The shares of Preferred Stock are equity interests in the Company and do not constitute indebtedness. In the event of our bankruptcy, liquidation, dissolution, reorganization or similar proceeding, our indebtedness will effectively rank senior to the Preferred Stock, and the holders of our indebtedness will be entitled to the satisfaction of any amounts owed to them prior to the payment of the liquidation preference of any capital stock, including the Preferred Stock.

Liquidation Rights

If we voluntarily or involuntarily liquidate, dissolve or wind up our affairs, holders of the Preferred Stock and any parity stock are entitled to receive out of our assets available for distribution to shareholders, after satisfaction of liabilities to creditors, if any, and before any distribution of assets is made on our common stock or any of our other shares of stock ranking junior as to such a distribution to the Preferred Stock and any parity stock, a liquidating distribution in the amount of (a) the aggregate liquidation preference of such holder's shares of Preferred Stock plus any accrued but unpaid dividends thereon and (b) the amount such holder would receive as a holder of common stock assuming the prior conversion of each of its shares of Preferred Stock. Holders of the Preferred Stock will not be entitled to any other amounts from us after they have received their full liquidation preference.

In any such distribution, if our assets are not sufficient to pay the liquidation preferences in full to all holders of the Preferred Stock, the amounts paid to the holders of Preferred Stock will be paid pro rata in accordance with the respective aggregate liquidation preferences of those holders. In any such distribution, the

"liquidation preference" of any holder of Preferred Stock means the amount payable to such holder in such distribution, including any declared but unpaid dividends (and any unpaid, accrued cumulative dividends in the case of any holder of parity stock on which dividends accrue on a cumulative basis, if any). If the liquidation preference has been paid in full to all holders of the Preferred Stock then the holders of our other stock shall be entitled to receive all our remaining assets according to their respective rights and preferences.

For purposes of this section, a merger or consolidation by us with or into any other entity, including a merger or consolidation in which the holders of the Preferred Stock receive cash, securities or property for their shares, or the sale, lease or exchange of all or substantially all of our assets will not constitute a liquidation, dissolution or winding up of our affairs.

Conversion

The Preferred Stock will not be convertible into common stock until Shareholder Approval is received. Upon receipt of Shareholder Approval, each share of Preferred Stock will automatically convert into shares of common stock, at a rate equal to 220.28 shares of common stock per $50.00 of liquidation preference of the Preferred Stock (representing an initial conversion price of $0.22698 per share) (the conversion price, subject to anti-dilution adjustment as set forth below, the "Conversion Price"). Such common stock will be fully paid and nonassessible when issued.

Notwithstanding the foregoing, to the extent such conversion would result in a holder (or any other person who beneficially owns the shares of Preferred Stock held by the holder) beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) more than 9.9% of the issued and outstanding shares of our common stock, such holder's shares of Preferred Stock shall only convert on such date (and automatically from time to time after such date) in such a manner as will result in such holder (or any other person who beneficially owns the shares of Preferred Stock held by the holder) beneficially owning not more than 9.9% of the issued and outstanding shares of our common stock. All shares of Preferred Stock outstanding on the date that is 18 months following the date on which Shareholder Approval is received shall automatically convert into common stock at the Conversion Price, regardless of the 9.9% limit.

Dividends

The Preferred Stock will not accrue dividends until and unless the date on which the holders of common stock vote to reject the proposal to increase the amount of authorized shares of common stock at the first meeting of shareholders upon which such matter is submitted for a vote (the "Dividend Accrual Date") or otherwise on the 60 th day following the closing of the exchange offer if Shareholder Approval has not been obtained by such date. Beginning on and following such Dividend Accrual Date and ending on the earlier of (i) such date on which the holders of common stock vote to approve such increase in authorized shares of common stock, (ii) the date upon which the Merger (as defined in the Certificate of Designations) becomes effective and (iii) the date upon which the aggregate liquidation preference for the Preferred Stock has increased such that the amount of common stock into which such Preferred Stock is convertible, plus the common stock issued to the holders of old notes in the exchange offer, would have equaled 97% of our outstanding common stock of on an as-if converted basis immediately following the consummation of the exchange offer, the Preferred Stock shall accrue cumulative dividends on its liquidation preference at an annual rate of 20.00%, which shall be added to the liquidation preference of such Preferred Stock on a quarterly basis.

Redemption

The Preferred Stock is not subject to any mandatory redemption, sinking fund, retirement fund, purchase fund or other similar provisions. Holders of the Preferred Stock will have no right to require the redemption or repurchase of the Preferred Stock.

Anti-Dilution Adjustments

The Conversion Price is subject to customary anti-dilution adjustments including, among other things:

- issuances of shares of common stock as a dividend or distribution on shares of the common stock, to the extent the holders of Preferred Stock are not entitled to receive such dividends or distributions, and share splits or share combinations;
- distributions to all holders of common stock of rights, warrants or options entitling them to subscribe for or purchase shares of common stock at a price per share less than fair market value, to the extent the holders of the Preferred Stock are not entitled to subscribe for or purchase such shares; and
- distributions of shares of capital stock, evidences of indebtedness or other assets or property to all or substantially all holders of the common stock and certain spin-off transactions, to the extent the holders of the Preferred Stock are not entitled to participate in the distribution or spin-off transaction pursuant to its participation rights.

Voting Rights

The holders of Preferred Stock are entitled to vote upon all matters upon which holders of common stock have the right to vote, and, in connection with such matters, will be entitled to such amount of votes equal to the number of shares of common stock into which such share would then convert, such votes to be counted together with all other shares of capital stock having general voting powers and not separately as a class.

So long as any shares of Preferred Stock remain outstanding, we will not adopt or make (except with respect to the Shareholder Approval and the Merger) as applicable, without the affirmative vote or consent of the holders of at least a majority of the outstanding Preferred Stock, given in person or by proxy, either in writing or at a meeting:

- any amendment to our Certificate of Incorporation or Bylaws that would adversely affect the rights of the holders of the Preferred Stock;
- any amendment, alteration or change to the rights, preferences and privileges of the Preferred Stock;
- any declaration of, or payment in respect of, any dividend or other distribution upon, in each case prior to the date on which Shareholder Approval is received, any shares of capital stock ranking equally to the Preferred Stock (“Parity Stock”) or junior to the Preferred Stock, including the common stock (“Junior Stock”);
- any redemption, repurchase or acquisition, in each case prior to the date on which Shareholder Approval is received, of any Parity Stock, Junior Stock or any capital stock of any of our subsidiaries (subject to customary exceptions); provided that the foregoing limitations shall not apply to redemptions, purchases or other acquisitions of shares of common stock or other Junior Stock by us in connection with the provisions of any employee benefit plan or other equity agreement with our employees, officers and directors; and
- the authorization of, issuance of, or reclassification into, in each case prior to the date on which Shareholder Approval is received, Parity Stock (including additional shares of Preferred Stock), capital stock that would rank senior to the Preferred Stock or debt securities convertible into capital stock.

Common Stock

General. Our Certificate of Incorporation currently authorizes us to issue 120,000,000 shares of common stock, $1.00 par value per share. Upon obtaining Shareholder Approval, our Certificate of Incorporation will be amended to authorize us to issue two billion shares of common stock, $0.01 par value per share. We are also seeking shareholder approval at the Special Meeting to approve further amendments to our Certificate of Incorporation, to, at the discretion of our board of directors, effect a reverse stock split of our common stock in the range of one-for-five and one-for 25 and a proportionate decrease in the amount of authorized common stock.

As of February 9, 2010, there were 96,682,952 shares of common stock issued and outstanding.

Voting Rights. Holders of shares of our common stock are entitled to one vote per share with respect to each matter presented to our shareholders on which the holders of common stock are entitled to vote.

Dividends. Subject to the preferences applicable to outstanding shares of preferred stock (if any), the holders of shares of common stock are entitled to receive ratably any dividends declared by our board of directors out of the funds legally available for that purpose.

Liquidation. In the event of liquidation, holders of shares of common stock will be entitled to receive any assets remaining after the payment of our debts and the expenses of liquidation, subject to the preferences applicable to outstanding shares of preferred stock (if any).

Other. The holders of shares of common stock have no pre-emptive, subscription or conversion rights. All issued and outstanding shares of common stock are validly issued, fully paid and nonassessable and any shares of common stock to be issued pursuant to this prospectus will be fully paid and nonassessable.

Transfer Agent. Computershare Trust Company, N.A. is the transfer agent and registrar for our common stock.

Corporate Governance

At some time following the Special Meeting, we anticipate eight current directors will resign and that the remaining directors will appoint to the vacant positions eight new directors to serve until the next annual meeting of the Company's shareholders. Four of the new directors will be chosen by the existing board of directors from a group of six potential nominees put forth by a noteholder subcommittee that represented some of the holders of old notes prior to the launch of the exchange offer. Three of the new directors will be chosen by the existing board of directors in consultation with the noteholder subcommittee and subject to approval by the noteholder subcommittee. However, if the noteholder subcommittee does not approve the three directors to be so nominated, two of the directors that would have been so nominated will be chosen by the existing board of directors from a group of five potential nominees put forth by the noteholder subcommittee and the existing board of directors shall be entitled to appoint one of the directors that would have been so nominated. A sufficient number of the persons nominated by the noteholders will be required to meet the independence requirements of NASDAQ Listing Rule 5605 such that our reconstituted board of directors and its committees will satisfy the independence requirements of NASDAQ Listing Rule 5605. The Teamsters also has the right to nominate one of our nine directors. We will file with the SEC and mail to our shareholders the information required by Rule 14f-1 of the Exchange Act not less than 10 days before the new directors take office.

The Second Union Option Plan

At some time following the Special Meeting, we may issue options to employees covered by our collective bargaining agreement with the Teamsters ("Union Options"), which will represent 20% of our fully diluted common stock (before giving effect to the equity plan described below and any shares of our common stock issued on account of the notes). If Shareholder Approval is not obtained at the Special Meeting, we may determine to grant stock appreciation rights in lieu of Union Options that have economic characteristics similar to what the Union Options would have provided.

The Equity Plan

Following Shareholder Approval, we may reserve shares of our common stock for equity awards for management, directors and other employees pursuant to an equity plan as approved by our then existing board of directors (or a duly constituted compensation committee thereof) for issuance over three to four years, which will represent 5% of our fully diluted common stock (giving effect to the issuance of the Union Options but excluding options outstanding prior to the completion of the exchange offer).

Delaware Anti-Takeover Law

We are subject to Section 203 of the DGCL ("Section 203"). In general, Section 203 prohibits a publicly held Delaware corporation from engaging in various "business combination" transactions with any interested shareholder for a period of three years following the time that such person became an interested shareholder, unless:

- prior to such time, the board of directors approved either the business combination or the transaction that resulted in the person becoming an interested shareholder;
- upon consummation of the transaction which resulted in the shareholder becoming an interested shareholder, the interested shareholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (subject to certain exceptions); or
- at or subsequent to such time the business combination is approved by the board and authorized at an annual or special meeting of shareholders by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested shareholder.

In addition to other exceptions, the three-year prohibition also does not apply to some business combinations proposed by an interested shareholder following the announcement or notification of certain extraordinary transactions involving the corporation and a person who had not been an interested shareholder during the previous three years, who became an interested shareholder with the approval of a majority of the corporation's directors or who became an interested shareholder at a time when the corporation was not subject to Section 203 as provided by law.

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

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 unless such business combinations are approved by a majority of continuing directors, or certain fair price provisions are satisfied. "Continuing directors" are persons (a) serving as directors prior to June 1, 1983, (b) elected by the shareholders before a "substantial shareholder" 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" as defined in our Certificate of Incorporation as (1) any merger or consolidation of the Company or of any subsidiary (as hereinafter defined) with or into (i) any "substantial shareholder" or (ii) any other corporation (whether or not itself a "substantial shareholder" which, after such merger or consolidation, would be an "affiliate" of a "substantial shareholder," or (2) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of related transactions) to or with (i) any "substantial shareholder" or (ii) an "affiliate" of a "substantial shareholder" of any of our assets and/or assets of any subsidiary having an aggregate fair market value of $5,000,000 or more, or (3) the issuance or transfer by us or any subsidiary (in one transaction or a series of related transactions) of any of our securities and/or securities of any subsidiary to (i) any "substantial shareholder" or (ii) any other corporation (whether or not itself a "substantial shareholder") which, after such issuance or transfer, would be an "affiliate" of a "substantial

shareholder" in exchange for cash, securities or other property (or a combination thereof) having an aggregate fair market value of $5,000,000 or more, or (4) the adoption of any plan or proposal for our liquidation or dissolution proposed by or on behalf of a "substantial shareholder" or an "affiliate" of a "substantial shareholder," or (5) any reclassification of securities (including any reverse stock split), recapitalization, reorganization, merger or consolidation of us with any of our subsidiaries or any similar transaction (whether or not with or into or otherwise involving a "substantial shareholder" or an "affiliate" of a "substantial shareholder") which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of our equity or convertible securities and/or of any subsidiary which is directly or indirectly owned by any "substantial shareholder" or by an "affiliate" of a "substantial shareholder." A "substantial shareholder" is generally any person who is or becomes the beneficial owner of not less than 10% of the voting shares, together with any affiliate of such shareholder. An "affiliate" has the meaning set forth in the rules under the Exchange Act.

Our Certificate of Incorporation also provides that shareholders may act only at an annual or special meeting of shareholders and not by written consent. Our Bylaws provide that special meetings of the shareholders 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 shareholders meeting shareholder 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 shareholders 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 shareholders and would be unable to obtain unanimous written consent of the shareholders. 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 shareholders meeting.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material U.S. federal income tax consequences of the purchase, ownership and disposition of notes and the shares of common stock into which the notes may be converted. This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the Code), applicable regulations, administrative rulings and judicial decisions currently in effect, any of which may be changed, possibly retroactively, so as to result in U.S. federal income tax consequences different from those discussed below. Except where noted, this summary deals only with a note or share of common stock held as a capital asset. This summary does not address all aspects of U.S. federal income taxes and does not deal with tax consequences that may be relevant to holders in light of their personal circumstances or particular situations, such as:

- tax consequences to holders who may be subject to special tax treatment, including dealers in securities or currencies, financial institutions, regulated investment companies, real estate investment trusts, tax-exempt entities, insurance companies, or traders in securities that elect to use a mark-to-market method of accounting for their securities;
- tax consequences to persons holding notes or common stock as a part of a hedging, integrated, or conversion transaction or straddle or persons deemed to sell notes or common stock under the constructive sale provisions of the Code;
- tax consequences to U.S. holders (as defined below) whose “functional currency” is not the U.S. dollar;
- tax consequences to investors in pass-through entities;
- alternative minimum tax consequences, if any; and
- any state, local or foreign tax consequences.

If a partnership (as determined for U.S. federal income tax purposes) holds notes or shares of common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding the notes or shares of common stock, you should consult your tax advisors.

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.

If you are considering the purchase of notes, you should consult your tax advisors concerning the U.S. federal income tax consequences to you in light of your particular situation, as well as consequences arising under the laws of any other taxing jurisdiction.

We use the term “U.S. holder” to mean a beneficial owner of notes or shares of common stock received upon conversion of notes that is, for U.S. federal income tax purposes, any of the following:

- an individual citizen or resident of the United States;
- a corporation, or any other entity treated 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 state (including the District of Columbia);
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if it (1) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

A “non-U.S. holder” is a beneficial owner of notes or shares of common stock received upon conversion of the notes that is not a U.S. holder. Special rules may apply to certain non-U.S. holders such as “controlled foreign corporations,” “passive foreign investment companies,” corporations that accumulate earnings to avoid federal income tax or, in certain circumstances, individuals who are U.S. expatriates. These special rules are not addressed in the following summary. Non-U.S. holders should consult their tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them.

Classification of the Notes

We intend to treat the notes as indebtedness for U.S. federal income tax purposes. However, depending on the value of the common stock relative to the conversion price on the day the notes are issued, the IRS could argue that the notes should be treated as equity. If the IRS were successful in such argument, payments that would otherwise be treated as interest could be treated as distributions on common stock, discussed below.

We intend 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”).

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. 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.

Under the contingent payment debt regulations, 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 will be binding on holders of the notes unless such determination is unreasonable.

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 U.S. Holders

Interest Accruals on the Notes

Under the contingent payment debt regulations, a U.S. 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, U.S. 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.

Solely for purposes of determining the amount of interest income that a U.S. holder will be required to accrue, we will prepare 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 YRC Worldwide Inc., 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 U.S. 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 U.S. holder timely discloses and justifies the use of a different comparable yield and projected payment schedule to the IRS.

Based on the comparable yield and the issue price of the notes, a U.S. 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 U.S. 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 U.S. 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 U.S. holder receives actual payments that are less than the projected payments in respect of a note for a taxable year, the U.S. 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 U.S. 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 U.S. 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.

Interest Accruals for Subsequent Holders of Notes

In the case of a U.S. holder who purchases the notes after the issuance of the notes (a "subsequent holder"), special rules will apply to the accrual of interest under the notes. In general, the subsequent holder will accrue interest income on projected payments and will make positive and negative adjustments as described in "*Interest Accruals on the Notes*," above. Certain additional adjustments will have to be made, however, to the extent that the subsequent holder's basis is different than the debt's adjusted issue price. If the subsequent holder's basis is less than the adjusted issue price of the debt, that difference will be a positive adjustment that is allocated ratably

to daily interest payments or projected payments on the notes. Similarly, if the subsequent holder's basis is greater than the adjusted issue price, that difference will be a negative adjustment that is allocated ratably to daily interest payments or projected payments on 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 U.S. 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 U.S. holder's adjusted tax basis in the note. A U.S. holder's adjusted tax basis in a note will generally be equal to the U.S. holder's purchase price for the note, increased by any interest income previously accrued by the U.S. 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 U.S. holder. A U.S. 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 U.S. 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 U.S. 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 U.S. 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 adjust the conversion rate, either at our discretion or pursuant to the anti-dilution provisions, the adjustment may be deemed to be the payment of a taxable dividend to the U.S. holders of the notes.

Generally, a reasonable adjustment 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, 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 U.S. 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 U.S. holder's investment, up to the U.S. holder's tax basis in the common stock. Any remaining excess will be treated as a capital gain. U.S. 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 U.S. holder on the sale or other disposition of our common stock will be capital gain or loss for U.S. federal income tax purposes, and will be long-term capital gain or loss if the U.S. holder held the common stock for more than one year. The amount of the U.S. holder's gain or loss will be equal to the difference between the U.S. holder's tax basis in the common stock disposed of and the amount realized on the disposition. A U.S. 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.

Information Reporting and Backup Withholding

Information reporting requirements generally will apply if a U.S. holder receives payments of interest on the notes (including accrued but unpaid interest), dividends on shares of common stock or proceeds from the sale of a note or share of common stock, unless the U.S. holder is an exempt recipient such as a corporation. Backup withholding will apply to those payments if a U.S. holder, who is not otherwise exempt from withholding, fails to make required certifications and provide its correct taxpayer identification number or has been notified by the IRS that it has failed to report in full payments of interest and dividend income. Any amounts withheld under the backup withholding rules will be allowable as a refund or a credit against a U.S. holder's U.S. federal income tax liability provided required information is furnished timely to the IRS.

Consequences to Non-U.S. Holders

Interest

Subject to the discussion below concerning backup withholding, a non-U.S. holder who is not engaged in a trade or business in the United States to which interest on a note is attributable generally will not be subject to U.S. federal income tax or the U.S. federal withholding tax of 30% (or, if applicable, a lower treaty rate) on interest on a note provided that:

- the non-U.S. holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our stock that are entitled to vote within the meaning of section 871(h)(3) of the Code;
- the non-U.S. holder is not a controlled foreign corporation that is related to us (actually or constructively) through stock ownership;
- in the case of payments of interest, such interest payments are not made to a non-U.S. holder within a foreign country that the IRS has listed on a list of countries having provisions inadequate to prevent U.S. tax evasion;
- in the case of payments of interest (including accrued but unpaid interest and positive adjustments, as defined in "*Interest Accruals on the Notes*," above), such interest is not deemed to be contingent interest within the meaning of portfolio debt provisions;
- the non-U.S. holder is not a bank whose receipt of interest on a note is described in section 88l(c)(3)(A) of the Code; and
- (1) the non-U.S. holder provides its name and address, and certifies, under penalties of perjury, that it is not a U.S. person (which certification may be made on an IRS Form W-8BEN or other applicable form) or (2) the non-U.S. holder holds the notes through certain foreign intermediaries or certain foreign partnerships, and the non-U.S. holder and the foreign intermediary or foreign partnership satisfy the certification requirements of applicable Treasury regulations; Special certification rules apply to non-U.S. holders that are pass-through entities.

If a non-U.S. holder cannot satisfy the requirements described above, payments of interest will be subject to the 30% U.S. federal withholding tax, unless the non-U.S. holder provides us with a properly executed (1) IRS Form W-8BEN (or other applicable form) claiming an exemption from or reduction in withholding under an applicable income tax treaty or (2) IRS Form W-8ECI (or other applicable form) stating that interest paid on the notes is not subject to withholding tax because it is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States. If a non-U.S. holder is engaged in a trade or business in the United States and interest on the notes is effectively connected with the conduct of that trade or business (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment or fixed base), then the non-U.S. holder will be exempt from the 30% withholding tax (provided the certification requirements discussed above are satisfied) and will instead be subject to U.S. federal income tax on that interest on a net income basis in the same manner as if the non-U.S. holder were a U.S. holder. In addition, if a non-U.S. holder is a foreign corporation, it

may be subject to a branch profits tax equal to 30% (or a lower rate under an applicable income tax treaty) of its earnings and profits for the taxable year, subject to adjustments, that are effectively connected with its conduct of a trade or business in the United States.

Dividends and Constructive Distributions

Any dividends paid to a non-U.S. holder with respect to the shares of common stock (and any deemed dividends resulting from certain adjustments, or failure to make adjustments, to the conversion rate, see "—Consequences to U.S. holders—Constructive Distributions" above) will be subject to withholding tax at a 30% rate (or a lower rate under an applicable income tax treaty). However, dividends that are effectively connected with the conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable to a U.S. permanent establishment or fixed base) will not be subject to the withholding tax, but instead will be subject to U.S. federal income tax on a net income basis in the same manner as if the non-U.S. holder were a U.S. holder. A non-U.S. holder must comply with certain certification and disclosure requirements in order for effectively connected income to be exempt from withholding. Any such effectively connected income received by a foreign corporation may, under certain circumstances, be subject to an additional branch profits tax at a 30% rate (or a lower rate under an applicable income tax treaty). Because a constructive dividend deemed received by a non-U.S. holder would not give rise to any cash from which any applicable withholding tax could be satisfied, if we pay withholding taxes on behalf of a non-U.S. holder, we may, at our option, set off any such payment against payments of cash and common stock payable on the notes (or, in certain circumstances, against any payments on the common stock).

A non-U.S. holder of shares of common stock who wishes to claim the benefit of an applicable treaty rate is required to satisfy applicable certification and other requirements. If a non-U.S. holder is eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty, it may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Sale, Exchange, Certain Redemptions, Conversion or Other Taxable Dispositions of Notes or Shares of Common Stock

Upon a sale, conversion, exchange, redemption or retirement of a note for cash or our common stock, a non-U.S. 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 non-U.S. holder's adjusted tax basis in the note. A non-U.S. holder's adjusted tax basis in a note will generally be equal to the non-U.S. holder's purchase price for the note, increased by any interest income previously accrued by the non-U.S. 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 non-U.S. holder. A non-U.S. holder generally will treat any gain as interest income (which will be treated as described in the *"Interest"* section above) 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 non-U.S. 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 non-U.S. holder's holding period for the common stock received will commence on the day immediately following the date of conversion.

Gain realized by a non-U.S. holder on the sale, exchange, certain redemptions or other taxable dispositions of our common stock will not be subject to U.S. federal income tax unless:

- that gain is effectively connected with a non-U.S. holder's conduct of a trade or business in the United States (and, if required by an applicable income treaty, is attributable to a U.S. permanent establishment or fixed base);

- the non-U.S. holder is an individual who is present in the United States for 183 days or more 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" (a USRPHC) for U.S. federal income tax purposes during the shorter of the non-U.S. holder's holding period or the 5-year period ending on the date of disposition of the notes or common stock, as the case may be. We believe that we are not, and do not anticipate becoming, a USRPHC for U.S. federal income tax purposes.

If you are a non-U.S. holder who is an individual described in the first bullet point above, you will be subject to tax at regular graduated U.S. federal income tax rates on the net gain derived from the sale, exchange, redemption, conversion or other taxable disposition of a note or common stock, generally in the same manner as if you were a U.S. holder. If you are a foreign corporation that is described in the first bullet point above, you will be subject to tax on your net gain generally in the same manner as if you were a U.S. person as defined under the Code and, in addition, you may be subject to the branch profits tax equal to 30% of your effectively connected earnings and profits (or at a lower rate under an applicable income tax treaty). If you are described in the second bullet point above, you will be subject to a flat 30% tax on the gain recognized on the sale, exchange, redemption, conversion or other taxable disposition of a note or common stock (which gain may be offset by U.S. source capital losses), even though you are not considered a resident of the United States. Any amounts (including common stock) which a non-U.S. holder receives on a sale, exchange, redemption, conversion or other taxable disposition of a note which are attributable to accrued interest will generally be subject to U.S. federal income tax in accordance with the rules for taxation of interest described above under "—Interest."

Information Reporting and Backup Withholding

Generally, we must report annually to the IRS and to non-U.S. holders the amount of interest or dividends paid to non-U.S. holders and the amount of tax, if any, withheld with respect to those payments. Copies of the information returns reporting such interest, dividends and withholding may also be made available to the tax authorities in the country in which a non-U.S. holder resides under the provisions of an applicable treaty.

In general, a non-U.S. holder will not be subject to backup withholding with respect to payments of interest or dividends that we make, provided the statement described in the last bullet point under "—Interest" has been received (and the payor does not have actual knowledge or reason to know that the holder is a U.S. person, as defined under the Code). A non-U.S. holder will be subject to information reporting and, depending on the circumstances, backup withholding with respect to payments of the proceeds of the sale of a note or share of common stock within the United States or conducted through certain U.S.-related financial intermediaries, unless the statement described in the last bullet point under "—Interest" has been received (and the payor does not have actual knowledge or reason to know that a holder is a U.S. person, as defined under the Code) or the non-U.S. holder otherwise establishes an exemption. Any amounts withheld under the backup withholding rules will be allowable as a refund or a credit against a non-U.S. holder's U.S. federal income tax liability provided the required information is furnished timely to the IRS.

SELLING SECURITYHOLDERS

We originally issued the notes to the investors named as purchasers in the note purchase agreement in a transaction exempt from the registration requirements of the Securities Act. Selling securityholders, including their transferees, pledgees or donees or their successors (all of whom may be selling securityholders), may from time to time offer and sell pursuant to this prospectus any or all of the notes and any common stock into which the notes are convertible or otherwise issuable on account of the notes. When we refer to the "selling securityholders" in this prospectus, we mean those persons listed in the table below, as well as their transferees, pledges or donees or their successors.

The table below sets forth the name of each selling securityholder, the principal amount of notes that each selling securityholder may offer pursuant to this prospectus and the number of shares of our common stock issuable upon conversion of the notes or otherwise issuable to the selling securityholder on account of the notes that may be offered pursuant to this prospectus. Unless set forth below, none of the selling securityholders has had within the past three years any material relationship with us or any of our predecessors or affiliates. The information is based on information provided by or on behalf of the selling securityholders to us in a selling securityholder questionnaire and is as of the date specified by the selling securityholders in such questionnaires. The selling securityholders may offer all, some or none of the notes or common stock into which the notes are convertible, if and when converted, as well as any other shares of our common stock issuable on account of the notes to the selling securityholders. We have assumed for purposes of the table below that the selling securityholders will sell all of their notes and common stock issuable upon conversion or otherwise on account of the notes pursuant to this prospectus and that any other shares of our common stock beneficially owned by the selling securityholders will continue to beneficially owned by them. In addition, the selling securityholders identified below may have sold, transferred or otherwise disposed of all or a portion of their notes since the date on which they provided the information regarding their notes in transactions exempt from the registration requirements of the Securities Act. All of the notes were "restricted securities" under the Securities Act prior to this registration.

Selling Securityholder[1]	Principal Amount of Notes That May Be Sold	Percentage of Notes Outstanding	Percentage of Common Stock Outstanding[2]	Shares of Common Stock Offered[3]
Alden Global Distressed Opportunities Fund, LP[4]	$ 30,000,000	42.86%	9.90%	86,520,000
Aristeia Master, L.P.[5]	$ 30,000,000	42.86%	9.90%	86,520,000
Investcorp Silverback Arbitrage Master Fund, Ltd[6]	$ 6,265,000	8.95%	4.72%	18,068,260
Investcorp Silverback Opportunistic Convertible Master Fund, Ltd[7]	$ 3,735,000	5.33%	4.36%	10,771,740
Total	$ 70,000,000	100.00%	28.88%	201,880,000

(1) Information regarding the selling securityholders may change from time to time. Any such changed information will be set forth in supplements to this prospectus if required.

(2) Based on an estimate of 1,019,889,632 shares of common stock that will be outstanding as of February 18, 2010, assuming shareholder approval to amendments to our certificate of incorporation at the special meeting of our shareholders on February 17, 2010, and the conversion of substantially all of our convertible preferred stock into our common stock thereafter (giving effect to the limitation that no holder may beneficially own greater than 9.9% of our common stock). In calculating this amount for each holder, we treated as outstanding the number of shares of common stock issuable on account of all of that holder's notes giving effect to the limitations on conversion and issuances of shares, including 9.9% ownership, but we did not assume conversion of any other holder's notes. See "Description of the Notes—Limitation on Conversion and Issuance of Shares." We also include any shares of common stock that such holder receives as a result of the conversion of such holder's convertible preferred stock by automatic conversion following

shareholder approval (giving effect to the limitation that no holder may beneficially own greater than 9.9% of our common stock).

(3) Assumes for each $1,000 in principal amount of notes a maximum of 2,884 shares of common stock could be received upon conversion or otherwise on account of the notes without giving effect to any limitation on conversion. See "Description of the Notes—Limitation on Conversion and Issuance of Shares." The conversion rate is subject to adjustment as described under "Description of the Notes—Conversion Rights." As a result, the number of shares of common stock issuable upon conversion of the notes may increase or decrease in the future, although no more than 201,880,000 shares of our common stock may be issued through conversion or otherwise on account of the notes. Excludes fractional shares. Holders will receive a cash adjustment for any fractional share amount resulting from the conversion of the notes.

(4) The address of the selling securityholder is c/o Smith Management, L.L.C., 885 Third Avenue, 34th Floor, New York, NY 10022. In addition to the securities reflected in the table above, this selling securityholder also beneficially owns 171,424 shares of our convertible preferred securities, which, upon approval by our shareholders at the February 17, 2010 special meeting of shareholders, will be, subject to limitations contained in those securities that no holder beneficially own more than 9.9% of our common stock, converted into shares of our common stock. However, the convertible preferred securities are not presently convertible into shares of our common stock. Additionally, the holder will be precluded from converting its notes to the extent that such conversion would cause the holder to hold or own greater than 9.9% of the total combined voting power of all classes of our voting stock within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code of 1986, as amended, taking into consideration the attribution rules set forth in Section 871(h)(3)(C) of the Internal Revenue Code of 1986, as amended, which limitations may not be waived at any time by the holder. These limitations shall not preclude the holder from being paid interest in shares of our common stock in lieu of cash. This selling securityholder also beneficially owns $2,322,000 in aggregate principal amount of our 8 1/2% Notes. Jason Pecora, Managing Director Operations, may be deemed to have voting or dispositive control of the securities held by this selling securityholder.

(5) The address of the selling securityholder is c/o Aristeia Capital, L.L.C., 136 Madison Avenue, 3rd Floor, New York, NY 10016. In addition to the securities reflected in the table above, this selling securityholder also beneficially owns 612,820 shares of our convertible preferred securities, which, upon approval by our shareholders at the February 17, 2010 special meeting of shareholders, will be, subject to limitations contained in those securities that no holder beneficially own more than 9.9% of our common stock, converted into shares of our common stock. However, the convertible preferred securities are not presently convertible into shares of our common stock. Additionally, (i) the holder will be precluded from converting its notes for a period of two years from the date of the indenture governing the notes, in excess of that portion of the notes upon conversion of which the sum of (1) the number of shares of our common stock beneficially owned by the holder and its affiliates (other than shares of common stock which may be deemed beneficially owned through the ownership of the unconverted portion of the notes or the unexercised or unconverted portion of any other security of the holder subject to a limitation on conversion analogous to the limitations contained herein) and (2) the number of shares of common stock issuable upon the conversion of the portion of the notes with respect to which the determination of this proviso is being made (including the payment of the make whole premium in connection therewith), would result in beneficial ownership by the holder and its affiliates of any amount greater than 4.9% of the then outstanding shares of our common stock (whether or not, at the time of such exercise, the holder and its affiliates beneficially own more than 4.9% of the then outstanding shares of our common stock), and (ii) the holder will be precluded from converting its notes to the extent that such conversion would cause the holder to hold or own greater than 9.9% of the total combined voting power of all classes of our voting stock within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code of 1986, as amended, taking into consideration the attribution rules set forth in Section 871(h)(3)(C) of the Internal Revenue Code of 1986, as amended. The limitations set forth in clause (i) above may be waived by the holder by providing us no less than sixty-one (61) days prior notice however, the limitations set forth in clause (ii) above may not be waived at any time by the holder. These limitations shall not preclude the holder from being paid interest in shares of our common stock in lieu of cash. Aristeia Capital, L.L.C. and Aristeia Advisors, L.P. (collectively, "Aristeia") may be deemed the beneficial owners of the securities described herein in their

capacity as the investment manager and general partner, respectively, of Aristeia Master, L.P. (the "Fund"), which is the holder of such securities. As investment manager and general partner of the Fund, Aristeia has voting and investment control with respect to such securities held by the Fund. Aristeia is owned by Kevin C. Toner, Robert H. Lynch, Jr., Anthony M. Frascella and William R. Techar. Each of Aristeia and such individuals disclaims beneficial ownership of the securities referenced herein except the extent of its or his direct or indirect economic interest in the Fund.

(6) The address of the selling securityholder is c/o Silverback Asset Management, LLC, 1414 Raleigh Road, Suite 250, Chapel Hill, NC 27517. In addition to the securities reflected in the table above, this selling securityholder also beneficially owns 140,285 shares of our convertible preferred securities, which, upon approval by our shareholders at the February 17, 2010 special meeting of shareholders, will be, subject to limitations contained in those securities that no holder beneficially own more than 9.9% of our common stock, converted into shares of our common stock. However, the convertible preferred securities are not presently convertible into shares of our common stock. Elliot Bossen may be deemed to have voting or dispositive control of the securities held by this selling securityholder.

(7) The address of the selling securityholder is c/o Silverback Asset Management, LLC, 1414 Raleigh Road, Suite 250, Chapel Hill, NC 27517. In addition to the securities reflected in the table above, this selling securityholder also beneficially owns 155,004 shares of our convertible preferred securities, which, upon approval by our shareholders at the February 17, 2010 special meeting of shareholders, will be, subject to limitations contained in those securities that no holder beneficially own more than 9.9% of our common stock, converted into shares of our common stock. However, the convertible preferred securities are not presently convertible into shares of our common stock. Elliot Bossen may be deemed to have voting or dispositive control of the securities held by this selling securityholder.

PLAN OF DISTRIBUTION

We are registering the notes issued to the selling securityholders and shares of common stock issuable to the selling securityholders upon conversion of the notes or otherwise issued or issuable to the selling securityholders pursuant to the terms of the indenture to permit the resale of the notes and such shares of common stock by the holders of the shares of common stock and the notes from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling securityholders of the notes or the shares of common stock. We will bear all fees and expenses incident to our obligation to register the notes and the shares of common stock.

The selling securityholders may sell all or a portion of the notes and/or the shares of common stock beneficially owned by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the notes or the shares of common stock are sold through underwriters or broker-dealers, the selling securityholders will be responsible for underwriting discounts or commissions or agent's commissions. The shares of common stock may be sold on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale, in the over-the-counter market or in transactions otherwise than on these exchanges or systems or in the over-the-counter market and in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions. The selling securityholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- broker-dealers may agree with the selling securityholders to sell a specified number of such shares at a stipulated price per share;
- through the writing or settlement of options or other hedging transactions, whether such options are listed on an options exchange or otherwise;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling securityholders also may resell all or a portion of the shares of common stock in open market transactions in reliance upon Rule 144 under the Securities Act, as permitted by that rule, or Section 4(1) under the Securities Act, if available, rather than under this prospectus, provided that they meet the criteria and conform to the requirements of those provisions.

Broker-dealers engaged by the selling securityholders may arrange for other broker-dealers to participate in sales. If the selling securityholders effect such transactions by selling notes or shares of common stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling securityholders or commissions from purchasers of the notes and/or the shares of common stock for whom they may act as agent or to whom they may sell as principal. Such commissions will be in amounts to be negotiated, but, except as set

forth in a supplement to this prospectus, in the case of an agency transaction will not be in excess of a customary brokerage commission in compliance with FINRA Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440.

In connection with sales of the notes and/or the shares of common stock or otherwise, the selling securityholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the shares of common stock in the course of hedging in positions they assume. The selling securityholders may also sell shares of common stock short and if such short sale shall take place after the date that this registration statement is declared effective by the SEC, the selling securityholders may deliver shares of common stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling securityholders may also loan or pledge shares of common stock to broker-dealers that in turn may sell such shares, to the extent permitted by applicable law. The selling securityholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). Notwithstanding the foregoing, the selling securityholders have been advised that they may not use shares registered on this registration statement to cover short sales of our common stock made prior to the date the registration statement, of which this prospectus forms a part, has been declared effective by the SEC.

The selling securityholders may, from time to time, pledge or grant a security interest in some or all of the notes or the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the notes and/or the shares of common stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, amending, if necessary, the list of selling securityholders to include the pledgee, transferee or other successors in interest as selling securityholders under this prospectus. The selling securityholders also may transfer and donate the notes and/or the shares of common stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling securityholders and any broker-dealer or agents participating in the distribution of the shares of common stock may be deemed to be “underwriters” within the meaning of Section 2(11) of the Securities Act in connection with such sales. In such event, any commissions paid, or any discounts or concessions allowed to, any such broker-dealer or agent and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Selling securityholders who are “underwriters” within the meaning of Section 2(11) of the Securities Act will be subject to the applicable prospectus delivery requirements of the Securities Act and may be subject to certain statutory liabilities of, including but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Exchange Act.

Each selling securityholder has informed the Company that it is not a registered broker-dealer and does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the notes or the common stock. Upon the Company being notified in writing by a selling securityholder that any material arrangement has been entered into with a broker-dealer for the sale of notes and/or common stock through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act, disclosing (i) the name of each such selling securityholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such shares of common stock were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In no event shall any broker-dealer receive fees, commissions and markups, which, in the aggregate, would exceed eight percent (8%).

Under the securities laws of some states, the notes and/or the shares of common stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the notes and/or the shares of common stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling securityholder will sell any or all of the notes or the shares of common stock registered pursuant to the shelf registration statement, of which this prospectus forms a part.

Each selling securityholder and any other person participating in such distribution will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of common stock by the selling securityholder and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the notes and/or the shares of common stock to engage in market-making activities with respect to the notes and/or the shares of common stock. All of the foregoing may affect the marketability of the notes and the shares of common stock and the ability of any person or entity to engage in market-making activities with respect to the notes or the shares of common stock.

We will pay all expenses of the registration of the notes and the shares of common stock pursuant to the registration rights agreement, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or “blue sky” laws; *provided, however*, that each selling securityholder will pay all underwriting discounts and selling commissions, if any and any related legal expenses incurred by it. We will indemnify the selling securityholders against certain liabilities, including some liabilities under the Securities Act, in accordance with the registration rights agreement, or the selling securityholders will be entitled to contribution. We may be indemnified by the selling securityholders against civil liabilities, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling securityholders specifically for use in this prospectus, in accordance with the related registration rights agreements, or we may be entitled to contribution.

LEGAL MATTERS

Certain legal matters with respect to the securities offered in this prospectus and certain U.S. federal income tax consequences of the offering have been passed upon by Kirkland & Ellis LLP, Chicago, Illinois.

EXPERTS

Our consolidated financial statements and schedule as of December 31, 2008 and 2007, and for each of the years in the three-year period ended December 31, 2008, and management’s assessment of the effectiveness of internal control over financial reporting as of December 31, 2008 have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The audit report in 2007 refers to the adoption of FASB Interpretation No. 48, “Accounting for Uncertainty in Income Taxes” and to the adoption of FASB Staff Positions APB 14-1, “Accounting for Convertible Debt Instruments That May Be Settled in Cash Upon Conversion (Including Partial Cash Settlement)” for all previous periods presented.

Up to $70,000,000

YRC Worldwide Inc.

6% Senior Convertible Notes due 2014
Shares of Common Stock Issuable on Account of Such Notes
Subsidiary Guarantees of the Notes

No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell only the securities offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

, 2010

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. ***Other Expenses of Issuance and Distribution*.**

The following table sets forth the estimated expenses (other than expenses) to be incurred by the Company in connection with the issuance and distribution of the securities registered under this registration statement.

SEC registration fee	$	4,991.00
Printing expenses	$	*
Legal fees and expenses	$	*
Accounting fees and expenses	$	*
Miscellaneous expenses	$	*
Total	$	

* Estimated expenses are not presently known.

Item 15. ***Indemnification of Directors and Officers*.**

The Certificate of Incorporation of the Company provides that the Company's directors shall not be personally liable to the Company or its shareholders 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 Company or its shareholders, (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 (the "DGCL"), or (iv) for any transaction from which the director derived an improper personal benefit.

The Bylaws of the Company and DGCL Section 145 together provide that the Company may indemnify its present or former 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 the Company (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 the Company'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 the Company 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 the Company. 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, shareholder vote, agreement or otherwise. The Certificate of Incorporation and Bylaws of the Company also provide that if the DGCL is amended to permit further elimination or limitation of the personal liability of the directors, then the liability of the Company's directors shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

The Company 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 maters including fraudulent, dishonest or criminal acts or self-dealing. The Company also maintains an employed lawyers' insurance policy for employees (including officers) that are licensed to practice law ("counsel").

The Company has entered into indemnification agreements with certain of its directors, officers, and counsel. Under the indemnification agreements, the Company agreed to indemnify each indemnified party, subject to certain limitations, to the maximum extent permitted by Delaware law against all litigation costs,

including attorneys fees and expenses, and losses, in connection with any proceeding to which the indemnified party is a party, or is threatened to be made a party, by reason of the fact that the indemnified party is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, trustee or agent of another entity related to the business of the Company. The indemnification agreements also provide (i) for the advancement of expenses by the Company, subject to certain conditions, (ii) a procedure for determining an indemnified party's entitlement to indemnification and (iii) for certain remedies for the indemnified party. In addition, the indemnification agreements require the Company to cover the indemnified party under any directors' and officers' insurance policy or, with respect to counsel, under any employed lawyers insurance policy, maintained by the Company.

Item 16. ***Exhibits.***

See the Exhibit Index beginning on page E-1, which Exhibit Index is incorporated into this registration statement by reference.

Item 17. ***Undertakings.***

(a) The 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:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) 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 prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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

Provided, however, that: paragraphs (a)(1)(i), (a)(1)(ii), and (a)(1)(iii) above do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment 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.

(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.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided*, *however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the 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 such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES AND POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, the 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 February 11, 2010.

YRC Worldwide Inc.

By: /s/ SHEILA K. TAYLOR
Sheila K. Taylor
Executive Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/s/ WILLIAM D. ZOLLARS William D. Zollars	Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)	February 11, 2010
/s/ SHEILA K. TAYLOR Sheila K. Taylor	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 11, 2010
/s/ PHIL J. GAINES Phil J. Gaines	Senior Vice President – Finance and Chief Accounting Officer (Principal Accounting Officer)	February 11, 2010
/s/ MICHAEL T. BYRNES Michael T. Byrnes	Director	February 11, 2010
/s/ CASSANDRA C. CARR Cassandra C. Carr	Director	February 11, 2010
/s/ HOWARD M. DEAN Howard M. Dean	Director	February 11, 2010
/s/ DENNIS E. FOSTER Dennis E. Foster	Director	February 11, 2010

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Signature	Title	Date
/s/ PHILLIP J. MEEK Phillip J. Meek	Director	February 11, 2010
/s/ MARK A. SCHULZ Mark A. Schulz	Director	February 11, 2010
William L. Trubeck	Director	February 11, 2010
/s/ CARL W. VOGT Carl W. Vogt	Director	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, the 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 February 11, 2010.

Globe.com Lines, Inc.

By: /s/ BRENDA STASIULIS
Brenda Stasiulis
Vice President—Finance

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ JOHN E. CARR John E. Carr	President (Principal Executive Officer) and Director	February 11, 2010
/S/ BRENDA STASIULIS Brenda Stasiulis	Vice President - Finance (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ REID A. SCHULTZ Reid A. Schultz	Director	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

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YRC Inc.

By: /s/ PHIL J. GAINES
Phil J. Gaines
Senior Vice President—Chief Financial Officer

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL J. SMID Michael J. Smid	President (Principal Executive Officer) and Director	February 11, 2010
/s/ PHIL J. GAINES Phil J. Gaines	Senior Vice President—Chief Financial Officer (Principal Financial and Accounting Officer) and Director	February 11, 2010
/s/ JEFF P. BENNETT Jeff P. Bennett	Director	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

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YRC Enterprise Services, Inc.

By: /S/ PHIL J. GAINES
Phil J. Gaines
Senior Vice President and Chief Financial Officer

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/S/ MICHAEL J. SMID Michael J. Smid	President and Chief Executive Officer (Principal Executive Officer) and Director	February 11, 2010
/S/ PHIL J. GAINES Phil J. Gaines	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ JEFF P. BENNETT Jeff P. Bennett	Director	February 11, 2010

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YRC Logistics, Inc.

By: /S/ BRENDA STASIULIS
Brenda Stasiulis
Vice President—Finance

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ JOHN E. CARR John E. Carr	President (Principal Executive Officer) and Director	February 11, 2010
/S/ BRENDA STASIULIS Brenda Stasiulis	Vice President - Finance (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ REID A. SCHULTZ Reid A. Schultz	Director	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

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YRC Logistics Global, LLC

By: /S/ BRENDA STASIULIS
Brenda Stasiulis
Vice President—Finance

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ JOHN E. CARR John E. Carr	President (Principal Executive Officer) and Manager	February 11, 2010
/S/ BRENDA STASIULIS Brenda Stasiulis	Vice President - Finance (Principal Financial and Accounting Officer) and Manager	February 11, 2010
/S/ REID A. SCHULTZ Reid A. Schultz	Manager	February 11, 2010

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Roadway LLC

By: /S/ PHIL J. GAINES
Phil J. Gaines
Senior Vice President—Finance

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ MICHAEL J. SMID Michael J. Smid	President (Principal Executive Officer) and Manager	February 11, 2010
/S/ PHIL J. GAINES Phil J. Gaines	Senior Vice President - Finance (Principal Financial and Accounting Officer) and Manager	February 11, 2010
/S/ JEFF P. BENNETT Jeff P. Bennett	Manager	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

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Roadway Next Day Corporation

By: /S/ PHIL J. GAINES
Phil J. Gaines
Senior Vice President—Finance

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ MICHAEL J. SMID Michael J. Smid	President (Principal Executive Officer) and Director	February 11, 2010
/S/ PHIL J. GAINES Phil J. Gaines	Senior Vice President - Finance (Principal Financial and Accounting Officer)	February 11, 2010
/S/ JEFF P. BENNETT Jeff P. Bennett	Director	February 11, 2010
/S/ PAUL F. LILJEGREN Paul F. Liljegren	Director	February 11, 2010

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YRC Regional Transportation, Inc.

By: /S/ PAUL F. LILJEGREN
Paul F. Liljegren
Vice President - Finance

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ MICHAEL J. SMID Michael J. Smid	President (Principal Executive Officer) and Director	February 11, 2010
/S/ PAUL F. LILJEGREN Paul F. Liljegren	Vice President - Finance (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ JEFF P. BENNETT Jeff P. Bennett	Director	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

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USF Sales Corporation

By: /S/ PAUL F. LILJEGREN
Paul F. Liljegren
Vice President

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ JEFF P. BENNETT Jeff P. Bennett	President and Secretary (Principal Executive Officer) and Director	February 11, 2010
/S/ PAUL F. LILJEGREN Paul F. Liljegren	Vice President (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ MICHAEL J. SMID Michael J. Smid	Director	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, the 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 February 11, 2010.

USF Holland Inc.

By: /S/ DANIEL L. OLIVIER
Daniel L. Olivier
Vice President, Finance

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ JEFFREY A. ROGERS Jeffrey A. Rogers	President (Principal Executive Officer) and Director	February 11, 2010
/S/ DANIEL L. OLIVIER Daniel L. Olivier	Vice President, Finance (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ JEFF P. BENNETT Jeff P. Bennett	Director	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, the 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 February 11, 2010.

USF Reddaway Inc.

By: /S/ THOMAS S. PALMER
Thomas S. Palmer
Vice President - Finance and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ THOMAS J. O'CONNOR Thomas J. O'Connor	President and Chief Executive Officer (Principal Executive Officer) and Director	February 11, 2010
/S/ THOMAS S. PALMER Thomas S. Palmer	Vice President - Finance and Chief Financial Officer (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ JOSEPH PEC Joseph Pec	Director	February 11, 2010

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SIGNATURES AND POWER OF ATTORNEY

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USF Glen Moore Inc.

By: /S/ GARY PRUDEN
Gary Pruden
President

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ GARY PRUDEN Gary Pruden	President (Principal Executive Officer) and Director	February 11, 2010
/S/ PHIL J. GAINES Phil J. Gaines	Senior Vice President - Finance (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ JOSEPH PEC Joseph Pec	Director	February 11, 2010

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YRC Logistics Services, Inc.

By: /S/ BRENDA STASIULIS
Brenda Stasiulis
Vice President - Finance

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Signature	Title	Date
/S/ JOHN E. CARR John E. Carr	President and Chief Executive Officer (Principal Executive Officer) and Director	February 11, 2010
/S/ BRENDA STASIULIS Brenda Stasiulis	Vice President - Finance (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ REID A. SCHULTZ Reid A. Schultz	Director	February 11, 2010

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IMUA Handling Corporation

By: /S/ BRENDA STASIULIS
Brenda Stasiulis
Vice President - Finance

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Sheila K. Taylor, Daniel J. Churay, and Phil J. Gaines 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 Securities and Exchange 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 and on the dates indicated.

Signature	Title	Date
/S/ JOHN E. CARR John E. Carr	President (Principal Executive Officer) and Director	February 11, 2010
/S/ BRENDA STASIULIS Brenda Stasiulis	Vice President - Finance (Principal Financial and Accounting Officer) and Director	February 11, 2010
/S/ REID A. SCHULTZ Reid A. Schultz	Director	February 11, 2010

Schedule of Exhibits

3.1	Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1.1 to the Annual Report on Form 10-K for the year ended December 31, 2008, File No. 000-12255), as amended by Certificate of Amendment to Certificate of Incorporation (incorporated by reference to Exhibit 3.1.2 to the Annual Report on Form 10-K for the year ended December 31, 2008, File No. 000-12255), and Certificate of Ownership and Merger (incorporated by reference to Exhibit 3.1.3 to the Annual Report on Form 10-K for the year ended December 31, 2008, File No. 000-12255).
3.2	Bylaws of the Company, as amended through May 14, 2009 (incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K, filed on May 14, 2009, File No. 000-12255).
3.3	Certificate of Incorporation of Globe.com Lines, Inc., as amended (incorporated by reference to Exhibit 3.9 to Yellow Corporation's Registration Statement on Form S-3 filed on October 22, 2003, File No. 333-109896).
3.4	Amended and Restated Bylaws of Globe.com Lines, Inc. (incorporated by reference to Exhibit 3.9 to Yellow Roadway Corporation's Registration Statement on Form S-3 filed on February 23, 2004, File No. 333-113021).
3.5*	Amended and Restated Certificate of Incorporation of YRC Inc., as further amended.
3.6	Amended and Restated Bylaws of YRC Inc., f/k/a Roadway Express, Inc. (incorporated by reference to Exhibit 3.21 to Yellow Roadway Corporation's Registration Statement on Form S-3 filed on February 23, 2004, File No. 333-113021).
3.7*	Certificate of Incorporation of YRC Logistics, Inc., as amended.
3.8*	Amended and Restated Bylaws of YRC Logistics, Inc.
3.9*	Certificate of Formation of YRC Logistics Global, LLC, as amended.
3.10*	Amended and Restated Limited Liability Company Agreement of YRC Logistics Global, LLC
3.11	Certificate of Formation of Roadway LLC, as amended (incorporated by reference to Exhibit 3.18 to Yellow Roadway Corporation's Registration Statement on Form S-3 filed on February 23, 2004, File No. 333-113021).
3.12	Limited Liability Company Agreement of Roadway LLC (incorporated by reference to Exhibit 3.19 to Yellow Roadway Corporation's Registration Statement on Form S-3 filed on February 23, 2004, File No. 333-113021).
3.13	Certificate of Incorporation of Roadway Next Day Corporation (incorporated by reference to Exhibit 3.22 to Yellow Roadway Corporation's Registration Statement on Form S-3 filed on February 23, 2004, File No. 333-113021).
3.14	Bylaws of Roadway Next Day Corporation (incorporated by reference to Exhibit 3.23 to Yellow Roadway Corporation's Registration Statement on Form S-3 filed on February 23, 2004, File No. 333-113021).
3.15*	Certificate of Incorporation of YRC Enterprise Services, Inc., as amended.
3.16*	Bylaws of YRC Enterprise Services, Inc.
3.17*	Certificate of Incorporation of YRC Regional Transportation, Inc., as amended.
3.18	Amended and Restated Bylaws of YRC Regional Transportation, Inc., f/k/a USF Corporation (incorporated by reference to Exhibit 3.27 to Yellow Roadway Corporation's Registration Statement on Form S-4 filed on June 21, 2005, File No. 333-126006).
3.19*	Certificate of Incorporation of USF Sales Corporation, as amended.

3.20*	Amended and Restated Bylaws of USF Sales Corporation
3.21*	Certificate of Incorporation of USF Holland Inc., as amended.
3.22	Amended and Restated Bylaws of USF Holland Inc. (incorporated by reference to Exhibit 3.29 to Yellow Roadway Corporation's Registration Statement on Form S-4 filed on June 21, 2005, File No. 333-126006).
3.23*	Certificate of Incorporation of USF Reddaway Inc., as amended.
3.24*	Bylaws of USF Reddaway Inc.
3.25*	Certificate of Incorporation of USF Glen Moore Inc., as amended.
3.26*	Bylaws of USF Glen Moore Inc.
3.27*	Certificate of Incorporation of YRC Logistics Services, Inc., f/k/a USF Distribution Services, Inc., as amended.
3.28*	Amended and Restated Bylaws of YRC Logistics Services, Inc., as further amended.
3.29*	Certificate of Incorporation of IMUA Handling Corporation, as amended.
3.30*	Bylaws of IMUA Handling Corporation, as amended.
4.1	Form of Certificate of Designations, Preferences, Powers and Rights of Class A Convertible Preferred Stock (incorporated by reference to Exhibit 4.6 to Amendment No. 1 to Registration Statement on Form S-4, filed on November 24, 2009, File No. 333-162981).
4.2	Form of Indenture (including form of note), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee, relating to the Company's 6% Convertible Senior Notes due 2014 (incorporated by reference to Exhibit 4.1 of Current Report on Form 8-K, filed on February 11, 2010, File No. 000-12255).
4.3	Registration Rights Agreement, dated as of February 11, 2010, among the Company, the guarantors named therein and the purchasers named therein (incorporated by reference to Exhibit 4.2 of Current Report on Form 8-K, filed on February 11, 2010, File No. 000-12255).
5.1*	Opinion of Kirkland & Ellis LLP
10.1	Note Purchase Agreement, dated February 11, 2010, among the Company, the guarantors named therein and the purchasers named therein (incorporated by reference to Exhibit 99.1 of Current Report on Form 8-K, filed on February 11, 2010, File No. 000-12255).
10.2	Form of Escrow Agreement, by and among the Company, the investors named therein and U.S. Bank National Association, as escrow agent (incorporated by reference to Exhibit 99.2 to Current Report on Form 8-K, filed on February 11, 2010, File No. 000-12255).
12.1*	Statement re Computation of Ratios
23.1*	Consent of KPMG LLP, Independent Registered Public Accounting Firm
23.2*	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1)
24.1*	Powers of Attorney (included in signature pages).
25.1**	Statement of Eligibility of Trustee on Form T-1

* Indicates documents filed herewith.

** To be filed, if necessary, by amendment or pursuant to a Current Report on Form 8-K.

Exhibit 3.5

THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF ROADWAY EXPRESS, INC.

(Pursuant to Sections 228, 242, and 245 of the General Corporation Law of the State of Delaware)

Roadway Express, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware

DOES HEREBY CERTIFY:

1. That the name of this corporation is Roadway Express, Inc., and that this corporation was originally incorporated on February 15, 1954, pursuant to the General Corporation Law.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefore, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of the corporation (the “Corporation”) is Roadway Express, Inc.

SECOND: The address of the Corporation’s registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

The name of the Corporation's registered agent at such address is the Corporation Trust Company.

THIRD: The nature of the business and the objects and purposes proposed to be transacted, promoted, and carried on, are to do any or all the things herein mentioned, as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

(a) Transport Traffic for hire by any means or methods;

(b) Contract or arrange for the provision of the transportation of Traffic by others as an independent contractor, agent, or broker;

(c) Deal in Transport Instrumentalities and in the Securities of a Person who Deals therein, or who is engaged in the transportation of Traffic;

(d) Invest in, control, solely or jointly, or in common with other Persons, any Person who is engaged in any one or more of the above described businesses; and

(e) 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 shall have authority to issue is one thousand (1,000) shares of Common Stock each having a par value of $0.01 per share ("Common Stock").

Each share of Common Stock shall be equal to each other share of Common Stock. The holders of Common Stock shall be entitled to one vote for each such share upon all questions presented to the stockholders.

Except as otherwise provided in this Certificate of Incorporation, the Common Stock shall have the exclusive right to vote for the election of Directors and for all other purposes.

This Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not this Corporation shall have notice thereof, except as expressly provided by applicable laws.

FIFTH: The business and affairs of the Corporation shall be managed by and under the direction of the Board of Directors. In furtherance of, and not in limitation of, the powers conferred by statute, the Board of Directors is expressly authorized and empowered:

(a) To adopt, amend or repeal the By-Laws of this Corporation; provided, however, that the By-Laws adopted by the Board of Directors under the powers hereby conferred may be amended or repealed by the Board of Directors or by the stockholders having power with respect thereto, except that Section 2 of Article I, Section 4 of Article I, all of Article II, Section 1 (first paragraph) of Article III, Section 2 (second paragraph) of Article III, Section 3 (first paragraph) of Article III and Section 4 of Article VI of the By-Laws shall not be amended or repealed, nor shall any provision inconsistent with such By-Laws be adopted, without the affirmative vote of the holders of at least 80 percent of the combined voting power of all shares of this Corporation entitled to vote generally in the election of Directors, voting together as a single class. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least 80 percent of the combined voting power of all shares of this Corporation entitled to vote generally in the election of Directors, voting

together as a single class, shall be required to amend, repeal or adopt any provision inconsistent with this Section (a) of Article FIFTH; and

(b) From time to time to determine whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this Corporation, or any of them, shall be open to inspection of stockholders; and no stockholder shall have any right to inspect any account, book or document of this Corporation except as conferred by applicable law.

SIXTH: Subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect additional Directors under specific circumstances:

(a) Any action required or permitted to be taken by the stockholders of this Corporation must be effected at a duly called annual or special meeting of stockholders of this corporation and may not be effected by any consent in writing of such stockholders.

(b) Special meetings of the stockholders of the Corporation may be called only (i) by the Chairman of the Board of Directors, and (ii) shall be called within 10 days after receipt of the written request of the Board of Directors, pursuant to a resolution approved by a majority of the Whole Board; and

(c) The business permitted to be conducted at any special meeting of the stockholders is limited to the business brought before the meeting by the Chairman or by the Secretary at the request of a majority of the Board of Directors.

Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of at least 80 percent of the combined voting power of all shares of

the Corporation entitled to vote generally in the election of Directors voting together as a single class, shall be required to amend, repeal or adopt any provision consistent with this Article SIXTH. For purposes of this Certificate of Incorporation, the “Whole Board” is defined as a total number of Directors which this Corporation would have if there were no vacancies.

SEVENTH: Section 1. Number and Election of Directors.

Subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect additional Directors under specified circumstances, the number of Directors of this Corporation shall be fixed by the By-Laws of the Corporation and may be increased or decreased from time to time in such manner as may be prescribed by the By-Laws, but in no case shall the number be less than three.

Election of Directors need not be by written ballot except and to the extent provided for in the By-Laws of this Corporation.

Section 2. Stockholder Nomination of Director Candidates.

Advance notice of stockholder nominations for the election of Directors and advance notice of business to be brought by stockholders before an annual meeting shall be given in the manner provided in the By-Laws of this Corporation.

Section 3. Newly Created Directorships and Vacancies.

Subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect additional Directors under specified circumstances, newly created directorships resulting from any increase in the number of Directors and any vacancy on the Board of Directors resulting from death,

resignation, disqualification, removal or other cause shall be filled solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining Director. Any Director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been elected and qualified. No decrease in the number of Directors constituting the Board of Directors shall shorten the term of an incumbent Director.

Section 4. Removal of Directors.

Subject to the rights of the holders of any class or series of stock having preference over the Common Stock as to dividends or upon liquidation to elect additional Directors under special circumstances, any Director may be removed from office only by the affirmative vote of the holders of at least 80 percent of the combined voting power of the outstanding shares of Voting Stock (as defined below), voting together as a single class.

For purposes of this Article SEVENTH, "Voting Stock" shall mean the outstanding shares of capital stock of this Corporation entitled to vote generally in the election of Directors. In any vote required by or provided for in this Article EIGHTH, each share of Voting Stock shall have the number of votes granted to it generally in the election of Directors.

Section 5. Amendment.

Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least 80 percent of the combined voting power of the outstanding shares of the Voting Stock, voting together as a single class, shall be required to amend, repeal or adopt any provision inconsistent with this Article SEVENTH.

EIGHTH: Section 1. Elimination of Certain Liability of Directors.

To the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws presently or hereafter in effect, no Director of this Corporation shall be personally liable to this Corporation or its stockholders for or with respect to any acts or omissions in the performance of his duties as a Director of this Corporation. Any amendment or repeal of this Article EIGHTH shall not adversely affect any right or protection of a Director of this Corporation existing immediately prior to such amendment or repeal.

Section 2. Indemnification.

Each person who is or was or had agreed to become a Director or officer of this Corporation, or each person who is or was serving or who agreed to serve at the request of the Board of Directors or an officer of this Corporation as an employee or agent of this Corporation or as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by this Corporation to the full extent permitted from time to time by the General Corporation Law of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, this corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article EIGHTH. Any amendment or repeal of this Article EIGHTH shall not adversely affect any right or protection existing hereunder immediately prior to such amendment or repeal.

NINTH: This Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by

statute, and this Certificate of Incorporation, and all rights conferred upon stockholders herein are created subject to this reservation.

TENTH: Any act or transaction by or involving the Corporation that requires for its adoption under the Delaware General Corporation Law or this Certificate of Incorporation the approval of the stockholders of the Corporation shall, pursuant to Subsection 251(g) of the Delaware General Corporation Law, required, in addition, the approval of the stockholders of Roadway Corporation (or any successor by merger), by the same vote as is required by the Delaware General Corporation Law and/or this Certificate of Incorporation.

IN WITNESS WHEREOF, Roadway Express, Inc. has caused this Certificate to be executed by John J. Gasparovic, its Executive Vice President, General Counsel and Secretary, as of May 30, 2001.

ROADWAY EXPRESS, INC.

By: /s/ John J. Gasparovic
Name: John J. Gasparovic
Its: Vice President, General Counsel and Secretary

ATTEST

By: /s/ Joseph R. Boni, III
Name: Joseph R. Boni, III
Its: Treasurer

STATE OF DELAWARE
CERTIFICATE OF MERGER

YELLOW TRANSPORTATION, INC., AN INDIANA CORPORATION,
WITH AND INTO
ROADWAY EXPRESS, INC., A DELAWARE CORPORATION

Pursuant to the provisions of Section 252(c) of the Delaware General Corporation Law, Roadway Express, Inc., a Delaware corporation, executes and submits the following Certificate of Merger:

1. The name and jurisdiction of incorporation of each of the constituent corporations which is to merge are:

Name	State and Organizational Form
Roadway Express, Inc.	Delaware corporation
Yellow Transportation, Inc.	Indiana corporation

2. An agreement and plan of merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations which is to merge.

3. The name of the surviving corporation (the "Surviving Corporation") is Roadway Express, Inc.

4. The merger shall become effective at 12:01 a.m., Central Daylight Time, on October 1, 2008.

5. The certificate of incorporation of Roadway Express, Inc., as amended and restated, shall be the certificate of incorporation of the Surviving Corporation. The amended and restated certificate of incorporation of Roadway Express, Inc. is attached as Exhibit A.

6. An executed agreement and plan of merger is on file at the principal place of business of the Surviving Corporation at 10990 Roe Avenue, Overland Park, Kansas 66211.

7. A copy of the agreement and plan of merger will be furnished by the Surviving Corporation, on written request and without cost, to any stockholder of any constituent corporation that is a party to the agreement and plan of merger.

8. The authorized capital stock of Yellow Transportation, Inc. is 1,000 shares of common stock, par value $1.00 per share.

IN WITNESS WHEREOF, the undersigned Surviving Corporation has caused this Certificate of Merger to be signed by its authorized officer this 30th day of September, 2008.

ROADWAY EXPRESS, INC.

/s/ Jeff P. Bennett

Name: Jeff P. Bennett
Title: Assistant Secretary

EXHIBIT A

FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
ROADWAY EXPRESS, INC.
A Delaware corporation

1. The name of the corporation is **Yellow Roadway Corp.** (the "Corporation").

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

3. 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.

4. The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares designated as common stock, and the par value of each of such shares is $0.01.

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

6. The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation.

7. Elections of directors need not be by written ballot unless the bylaws of the Corporation so provide. Meetings of stockholders may be held within or without the State of Delaware, as the bylaws 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 bylaws of the Corporation.

8. (a) 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 any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware hereafter is amended to authorize 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 General Corporation Law of the State of Delaware. 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.

(b) The Corporation shall indemnify any director or officer to the full extent permitted by Delaware law.

9. The Corporation shall have the 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 such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of the General Corporation Law of the State of Delaware.

10. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the General Corporation Law of the State of Delaware, as the same may be amended from time to time, and all rights conferred upon stockholders, directors and officers, if any, are subject to this reservation.

11. The Corporation is to have perpetual existence.

CERTIFICATE OF AMENDMENT TO
FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
YELLOW ROADWAY CORP.
A Delaware corporation

Yellow Roadway Corp., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: That the Board of Directors of the Corporation, by unanimous written consent dated October 8, 2008, unanimously adopted resolutions proposing and declaring advisable the following amendment to the Fourth Amended and Restated Certificate of Incorporation of the Corporation:

Article 1 of the Certificate of Incorporation of the Corporation shall be amended to read in its entirety as follows:

"1. The name of the corporation is **YRC Inc.** (the "Corporation")."

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

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

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed this 10th day of October, 2008.

YELLOW ROADWAY CORP.

By: /s/ Jeff P. Bennett
Name: Jeff P. Bennett
Title: Assistant Secretary

Exhibit 3.7

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 to 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
ECP (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 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

CERTIFICATE OF MERGER

OF

MEGASYS, INC.
(An Indiana corporation

AND

MERIDIAN IQ, LLC
(A Delaware limited liability company)

INTO

YELLOW DOT COM SUBSIDIARY, INC.
(a Delaware corporation)
****

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
MegaSys, Inc.	Indiana
Meridian IQ, LLC	Delaware
Yellow Dot Com Subsidiary, Inc.	Delaware

SECOND: That an Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by MegaSys, Inc., Meridian IQ, LLC and Yellow Dot Com Subsidiary, Inc.

THIRD: That the name of the surviving corporation of the merger is

Yellow Dot Com Subsidiary, Inc., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of Yellow Dot Com Subsidiary, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at the office of the surviving corporation, the address of which is 10990 Roe Avenue, Overland Park, KS 66211, Attention: Secretary.

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

SEVENTH: The authorized capital stock of each foreign corporation which is a party to the merger is as follows:

Corporation	Class	Number of Shares	Par value per share or no par value
MegaSys, Inc.	Common	1,300	No par value

EIGHTH: That this Certificate of Merger shall be effective on December 30, 2003.

Dated: December 29, 2003.

YELLOW DOT COM SUBSIDIARY, INC.

By: /s/ James McMullen
James McMullen
President and Secretary

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

OF

YELLOW DOT COM SUBSIDIARY, INC.

Yellow Dot Com Subsidiary, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify that:

1. The name of the corporation is Yellow Dot Com Subsidiary, Inc. (the "Company").

2. By written consent, dated effective as of December 22, 2003, the Board of Directors of the Company adopted a resolution proposing and recommending to the sole stockholder the following amendment to the Certificate of Incorporation of the Company:

Article FIRST of the Certificate of Incorporation of the Company shall be amended to read in its entirety as follows:

"FIRST, The name of the Corporation is Meridian IQ, Inc. (the "Corporation")."

3. By written consent, dated effective as of December 22, 2003, the sole stockholder of the Company approved the amendment of the Certificate of Incorporation in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this Certificate of Amendment shall be effective on December 30, 2003.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Yellow Dot Subsidiary, Inc. on the 29 th day of December 2003.

/s/ James McMullen

James McMullen
President and Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF

Meridian IQ, Inc.
* * * * *

Meridian IQ, 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 the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board:

RESOLVED, that the Certificate of Incorporation of Meridian IQ, Inc. be amended by changing Article First thereof so that, as amended, said Article First shall be and read as follows:

"Article First: The name of the corporation shall be YRC Logistics, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given *unanimous* written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on July 2, 2007.

IN WITNESS WHEREOF, said Meridian IQ, Inc. has caused this certificate to be signed by James D. McMullen, its Vice President and Secretary, this 13th day of June, 2007.

MERIDIAN IQ, INC.

By /s/ James D. McMullen
James D. McMullen
Vice President and Secretary

Exhibit 3.8

AMENDED AND RESTATED BYLAWS

OF

YRC LOGISTICS, INC.

Adopted as of July 2, 2007

ARTICLE I

OFFICES

SECTION 1.01 *Registered Office*. The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle, and the name of its registered agent shall be The Corporation Trust Company.

SECTION 1.02 *Other Offices.* The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.01 *Place of Meeting.* All meetings of stockholders for the election of directors shall be held at such place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

SECTION 2.02 *Annual Meeting.* The annual meeting of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

SECTION 2.03 *Voting List.* The officer who has charge of the stock ledger of the corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 2.04 *Special Meeting.* Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board, if one is elected, or by the President of the corporation or by the Board of Directors or by written order of a majority of the directors and shall be called by the President or the Secretary at the request in writing of stockholders

owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. The Chairman of the Board or the President of the corporation or directors so calling, or the stockholders so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

SECTION 2.05 *Notice of Meeting.* Written notice of the annual, and each special meeting of stockholders, stating the time, place, and purpose or purposes thereof, shall be given to each stockholder entitled to vote thereat, not less than 10 nor more than 60 days before the meeting.

SECTION 2.06 *Quorum.* The holders of a majority of the shares of the corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation. Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the holders of a majority of the shares of the corporation's capital stock entitled to vote thereat, present in person or represented by proxy, whether or not a quorum is present, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At 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 notified.

SECTION 2.07 *Voting.* When a quorum is present at any meeting of the stockholders, the vote of the holders of a majority of the shares of the corporation's capital stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes, of the Certificate of Incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Every stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder, bearing a date not more than three years prior to voting, unless such instrument provides for a longer period, and filed with the Secretary of the corporation before, or at the time of, the meeting. If such instrument shall designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

SECTION 2.08 *Consent of Stockholders.* Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action by any provision of the statutes, the meeting and vote of stockholders may be dispensed with if all the stockholders who would have been entitled to vote upon the action if such meeting

were held shall consent in writing to such corporate action being taken; or on the written consent of the holders of shares of the corporation's capital stock having not less than the minimum percentage of the vote required by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Consents of stockholders may also be given by telegram, cablegram or other electronic transmission in accordance with and subject to the provisions of Section 228 of the General Corporation Law of Delaware.

SECTION 2.09 *Voting of Stock of Certain Holders.* Shares of the corporation's capital stock standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the Board of Directors of such corporation may determine. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator, or trustee may be voted by such fiduciary, either in person or by proxy, but no such fiduciary shall be entitled to vote shares held in such fiduciary capacity without a transfer of such shares into the name of such fiduciary. Shares standing in the name of a receiver may be voted by such receiver. A stockholder whose shares are pledged shall be entitled to vote such shares, unless in the transfer by the pledgor on the books of the corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee, or his proxy, may represent the stock and vote thereon.

SECTION 2.10 *Treasury Stock.* The corporation shall not vote, directly or indirectly, shares of its own capital stock owned by it; and such shares shall not be counted in determining the total number of outstanding shares of the corporation's capital stock.

SECTION 2.11 *Fixing Record Date.* The Board of Directors may fix in advance a date, which shall not be more than 60 days nor less than 10 days preceding the date of any meeting of stockholders, nor more than 60 days preceding the date for payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining a consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, any such meeting and any adjournment thereof, or to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01 *Powers.* The business and affairs of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

SECTION 3.02 *Number, Election and Term.* The number of directors that shall constitute the whole Board of Directors shall be fixed from time to time as determined by resolution of the Board adopted by a majority of the whole Board, but shall consist of not less than one (1) member. The number of directors of the whole Board shall be set forth in the notice of any meeting of stockholders held for the purpose of electing directors. The directors shall be elected at the annual meeting of stockholders, except as provided in Section 3.03, and each director elected shall hold office until his successor shall be elected and shall qualify. Directors need not be residents of Delaware or stockholders of the corporation.

SECTION 3.03 *Vacancies, Additional Directors, and Removal From Office*. If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification, or removal from office of any director, or otherwise, or if any new directorship is created by an increase in the authorized number of directors, a majority of the directors then in office, though less than a quorum, or a sole remaining director, may choose a successor or fill the newly created directorship; and a director so chosen shall hold office until the next election and until his successor shall be duly elected and shall qualify, unless sooner displaced. Any director may be removed either for or without cause at any special meeting of stockholders duly called and held for such purpose.

SECTION 3.04 *Regular Meeting. A* regular meeting of the Board of Directors shall be held each year, without other notice than this bylaw, at the place of, and immediately following, the annual meeting of stockholders; and other regular meetings of the Board of Directors shall be held each year, at such time and place as the Board of Directors may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

SECTION 3.05 *Special Meeting.* A special meeting of the Board of Directors may be called by the Chairman of the Board of Directors, if one is elected, or by the President of the corporation and shall be called by the Secretary on the written request of any two directors. The Chairman or President so calling, or the directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

SECTION 3.06 *Notice of Special Meeting.* Written notice of special meetings of the Board of Directors shall be given to each director at least 48 hours prior to the time of such meeting. Any director may waive notice of any meeting. 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 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

special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that notice shall be given of any proposed amendment to the bylaws if it is to be adopted at any special meeting or with respect to any other matter where notice is required by statute.

SECTION 3.07 *Quorum.* A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 3.08 *Action Without Meeting.* Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof as provided in Article IV of these bylaws, may be taken without a meeting, if all members of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes or proceedings of the Board of Directors, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

SECTION 3.09 *Compensation.* Directors, as such, shall not be entitled to any stated salary for their services unless voted by the stockholders or the Board of Directors; but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any meeting of a committee of directors. No provision of these bylaws shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

COMMITTEE OF DIRECTORS

SECTION 4.01 *Designation, Powers and Name.* The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, including, if they shall so determine, an Executive Committee, each such committee to consist of two or more of the directors of the corporation. The committee shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution. The committee may authorize the seal of the corporation to be affixed to all papers that may require it. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or

disqualification of any member of such committee or committees, 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 of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

SECTION 4.02 *Minutes.* Each committee of directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

SECTION 4.03 *Compensation.* Members of special or standing committees may be allowed compensation for attending committee meetings, if the Board of Directors shall so determine.

ARTICLE V

NOTICE

SECTION 5.01 *Methods of Giving Notice.* Whenever, under the provisions of applicable statutes, the Certificate of Incorporation or these bylaws, notice is required to be given to any director, member of any committee, or stockholder, such notice may be given in writing and delivered personally or mailed to such director, member, or stockholder; provided that in the case of a director or a member of any committee such notice may be given orally or by telephone. If mailed, notice to a director, member of a committee, or stockholder shall be deemed to be given when deposited in the United States mail first class in a sealed envelope, with postage thereon prepaid, addressed, in the case of a stockholder, to the stockholder at the stockholder's address as it appears on the records of the corporation or, in the case of a director or a member of a committee, to such person at his business address. Notice to directors and stockholders may also be given by facsimile telecommunication. Notice may also be given to any director, member of any committee or stockholder by a form of electronic transmission as that term is defined in Section 232 of the General Corporation Law of Delaware.

SECTION 5.02 *Written Waiver.* Whenever any notice is required to be given under the provisions of an applicable statute, the Certificate of Incorporation, or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

OFFICERS

SECTION 6.01 *Officers.* The officers of the corporation shall be a President, one or more Vice Presidents, any one or more of which may be designated Executive Vice President or Senior Vice President, and a Secretary. The Board of Directors may appoint such other officers and agents, including a Chairman of the Board, a Treasurer, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers, in each case as the Board of Directors shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and

perform such duties as shall be determined by the Board. Any two or more offices may be held by the same person. The Chairman of the Board, if one is elected, shall be elected from among the directors. With the foregoing exceptions, none of the other officers need be a director, and none of the officers need be a stockholder of the corporation.

SECTION 6.02 *Election and Term of Office.* The officers of the corporation shall be elected annually by the Board of Directors at its first regular meeting held after the annual meeting of stockholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a director in the case of the Chairman.

SECTION 6.03 *Removal and Resignation.* Any officer or agent elected or appointed by the Board of Directors may be removed without cause by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.04 *Vacancies.* Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 6.05 *Salaries.* The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors or pursuant to its direction; and no officer shall be prevented from receiving such salary by reason of his also being a director.

SECTION 6.06 *Chairman of the Board.* The Chairman of the Board, if one is elected, shall preside at all meetings of the Board of Directors or of the stockholders of the corporation. The Chairman shall formulate and submit to the Board of Directors or the Executive Committee matters of general policy for the corporation and shall perform such other duties as usually appertain to the office or as may be prescribed by the Board of Directors or the Executive Committee.

SECTION 6.07 *President.* The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control the business and affairs of the corporation. In the absence of the Chairman of the Board (if one is elected), the President shall preside at all meetings of the Board of Directors and of the stockholders. He may also preside at any such meeting attended by the Chairman if he is so designated by the Chairman. He shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the Board of Directors. The President shall keep the Board of Directors and the Executive Committee fully informed and shall consult them concerning the business of the corporation. He may sign with the Secretary or any other officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts, or other instruments that the Board of Directors has authorized to be executed, except in cases

where the signing and execution thereof has been expressly delegated by these bylaws or by the Board of Directors to some other officer or agent of the corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the corporation to vote, all shares of stock of ally other corporation standing in the name of the corporation and in general he shall perform all other duties normally incident to the office of President and such other duties as may be prescribed by the stockholders, the Board of Directors, or the Executive Committee from time to time.

SECTION 6.08 *Vice Presidents.* In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President (or in the event there shall be no Vice President designated Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the corporation. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President, the Board of Directors or the Executive Committee.

SECTION 6.09 *Secretary.* The Secretary shall (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of directors; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the corporate records and of the seal of the corporation, and see that the seal of the corporation or a facsimile thereof is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; (d) keep or cause to be kept a register of the post office address of each stockholder which shall be furnished by such stockholder; (e) sign with the President, or an Executive Vice President or Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee.

SECTION 6.10 *Treasurer.* If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 7.03 of these bylaws; (c) prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, at each annual meeting of the stockholders, and at such other times as may be required by the Board of Directors, the President or the Executive Committee, a statement of financial condition of the corporation in such detail as may be required; and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee.

SECTION 6.11 *Assistant Secretary and Treasurer.* The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President, the Board of Directors, or the

Executive Committee. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The Assistant Secretaries may sign, with the President or a Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 7.01 *Contracts.* Subject to the provisions of Section 6.01, the Board of Directors may authorize any officer, officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 7.02 *Checks.* All checks, demands, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers or such agent or agents of the corporation, and in such manner, as shall be determined by the Board of Directors.

SECTION 7.03 *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 VIII

CERTIFICATES OF STOCK

SECTION 8.01 *Issuance*. Each stockholder of this corporation shall be entitled to a certificate or certificates showing the number of shares of capital stock registered in his name on the books of the corporation. The certificates shall be in such form as may be determined by the Board of Directors, shall be issued in numerical order and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder’s name and number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. If any certificate is countersigned (1) by a transfer agent other than the corporation or any employee of the corporation, or (2) by a registrar other than the corporation or any employee of the corporation, any other signature on the certificate may be a facsimile. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences, and relative participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class of stock; provided that, except as otherwise provided by statute, in lieu of the foregoing requirements there may he set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish to each stockholder who so requests the

designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights. 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, except that in the case of a lost, stolen, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and with such indemnity, if any, to the corporation as the Board of Directors may prescribe. Certificates shall not be issued representing fractional shares of stock.

SECTION 8.02 *Lost Certificates*. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require (1) the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require, (2) such owner to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate or certificates alleged to have been lost, stolen, or destroyed, or (3) both.

SECTION 8.03 *Transfers.* Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books. Transfers of shares shall be made only on the books of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney and filed with the Secretary of the corporation or the Transfer Agent.

SECTION 8.04 *Registered Stockholders*. The corporation shall be entitled to treat the holder of record of any share or shares of the corporation's capital stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE IX

DIVIDENDS

SECTION 9.01 *Declaration.* Dividends with respect to the shares of the corporation's capital stock, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to applicable law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

SECTION 9.02 *Reserve.* Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to

meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 *Third Party Actions.* The corporation shall indemnify any director or officer of the corporation, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 10.02 *Actions by or in the Right of the Corporation.* The corporation shall indemnify any director or officer and may indemnify any other person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery 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 as the Court of Chancery or such other court shall deem proper.

SECTION 10.03 *Mandatory Indemnification.* 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 Sections 10.01 and 10.02, 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 10.04 *Determination of Conduct.* The determination that a director, officer, employee, or agent has met the applicable standard of conduct set forth in Sections 10.01 and 10.02 (unless indemnification is ordered by a court) 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 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.

SECTION 10.05 *Payment of Expenses in Advance.* Expenses incurred in defending a civil or criminal action, suit, or proceeding shall 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, officer, employee, or agent 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 Article X.

SECTION 10.06 *Indemnity Not Exclusive.* The indemnification and advancement of expenses provided or granted hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any other 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.

SECTION 10.07 *Definitions.* For purposes of this Article X:

(a) "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such 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 this Article X with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued;

(b) "other enterprises" shall include employee benefit plans;

(c) "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan;

(d) "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation that 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

(e) 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 X.

SECTION 10.08 *Continuation of Indemnity.* The indemnification and advancement of expenses provided or granted hereunder shall, unless otherwise provided when authorized or ratified, 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.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01 *Seal.* The corporate seal, if one is authorized by the Board of Directors, shall have inscribed thereon the name of the corporation, and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 11.02 *Books.* The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at the offices of the corporation, or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLE XII

AMENDMENT

These bylaws may be altered, amended, or repealed by a majority of the number of directors then constituting the Board of Directors at any regular meeting of the Board of Directors without prior notice, or at any special meeting of the Board of Directors if notice of such alteration, amendment, or repeal be contained in the notice of such special meeting.

Exhibit 3.9

CERTIFICATE OF INCORPORATION
OF
YELLOW CONSOLIDATION SERVICES, INC.

FIRST: The name of the corporation is Yellow Consolidation 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 five thousand (5,000) 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 10th day of July, 1992.

/s/ William F. Martin, Jr.
William F. Martin, Jr.

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

Yellow 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 at a meeting of the Board of Directors, 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 YCS International, 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 Corporation has caused this Certificate to be signed by William F. Martin, Jr., Vice President, this 6th day of November, 1998.

By: /s/ William F. Martin, Jr.
Authorized Officer

Printed Name: William F. Martin, Jr.

Title: Vice President

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

YCS International, 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, 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 stockholder 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 "THIRD" so that, as amended, said Article shall be and read as follows:

"The Corporation is organized for the purpose of engaging in any act or activity within the lawful business purposes for which corporations may now or hereafter be organized under the General Corporation Law of the state of Delaware and to conduct business as a forwarder of merchandise internationally and domestically, to act as a domestic and international carrier of goods, to engage in any and all phases of transportation, storage and carriage, and to engage in customhouse brokerage work."

SECOND: That thereafter, pursuant to resolution of its 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 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 Corporation has caused this Certificate to be signed by William F. Martin, Jr., Secretary, this 24th day of November, 1999.

By: /s/ William F. Martin, Jr.
Authorized Officer

Printed Name: William F. Martin, Jr.

Title: Secretary

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

YCS International, 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, 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 stockholder 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 Global, 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 the certificate to be signed by William F. Martin, Jr., Secretary, the 3rd day of March, 2000.

By: /s/ William F. Martin Jr.
Authorized Officer

Name: William F. Martin Jr.

Title: Secretary

CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE
DELAWARE GENERAL CORPORATION LAW
AND SECTION 18-214 OF THE
LIMITED LIABILITY COMPANY ACT

Yellow Global, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the Corporation immediately prior to filing this Certificate of Conversion is:

   YELLOW GLOBAL, INC.

2. The jurisdiction of the Corporation immediately prior to filing this Certificate of Conversion is:

   Delaware

3. The date the Certificate of Incorporation was filed on is:

   July 30, 1992.

4. The jurisdiction where the Corporation was first created is:

   Delaware:

5. The original name of the Corporation as set forth in the Certificate of Incorporation is:

   YELLOW CONSOLIDATION SERVICES, INC.

6. The name of the limited liability company as set forth in the Certificate of Formation is:

   YELLOW GLOBAL, LLC

7. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer, also being an authorized person, this 30th day of September, 2000.

YELLOW GLOBAL, INC.

By: /s/ William F. Martin Jr.
Name: William F. Martin Jr.
Title: Secretary
An authorized person

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, 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 Yellow Global, LLC this 30th day of September, 2000.

/s/ William F. Martin Jr.

Name: William F. Martin Jr.
Title: Secretary
An authorized person

CERTIFICATE OF CORRECTION FILED TO CORRECT
A CERTAIN ERROR IN THE
CERTIFICATE OF CONVERSION
FILED IN THE OFFICE OF THE SECRETARY OF STATE
OF DELAWARE ON SEPTEMBER 29, 2000

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

DOES HEREBY CERTIFY:

1. The name of the corporation is Yellow Global, Inc.

2. That a Certificate of Conversion was filed by the Secretary of State of Delaware on September 29, 2000 and that said Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

3. The inaccuracy or defect of said Certificate to be corrected is as follows:

   Bringing back original name to enable us to file a stock change amendment that was approved but never filed.

4. The conversion of Yellow Global, Inc. to a Delaware Limited Liability Company named Yellow Global, LLC should be nullified and voided.

IN WITNESS WHEREOF, Yellow Global, Inc. has caused this Certificate to be signed by William F. Martin, Jr. this 16th day of March, 2001.

Yellow Global, Inc.

By: /s/ William F. Martin, Jr.

William F. Martin, Jr.
Vice President

CERTIFICATE OF CORRECTION FILED TO CORRECT
A CERTAIN ERROR IN THE
CERTIFICATE OF FORMATION
FILED IN THE OFFICE OF THE SECRETARY OF STATE
OF DELAWARE ON SEPTEMBER 29, 2000

Yellow Global, LLC, an llc formed and existing under and by virtue of the limited liability act of the State of Delaware.

DOES HEREBY CERTIFY:

1. The name of the entity is Yellow Global, LLC
2. That a Certificate of Formation was filed by the Secretary of State of Delaware on September 29, 2000 and that said Certificate requires correction as permitted by Section 18211 of the General Corporation Law of the State of Delaware.
3. The inaccuracy or defect of said Certificate to be corrected is as follows:

   Bringing back original entity to enable us to file a stock change amendment that was approved but never filed.
4. The formation to a Delaware Limited Liability Company named Yellow Global, LLC should be nullified and voided.

IN WITNESS WHEREOF, Yellow Global, LLC has caused this Certificate to be signed by William F. Martin, Jr. this 16th day of March, 2001.

Yellow Global, LLC

By: /s/ William F. Martin, Jr.
Manager William F. Martin, Jr.

CERTIFICATE OF CORRECTION FILED TO CORRECT
A CERTAIN ERROR IN THE CERTIFICATE OF AMENDMENT
YELLOW GLOBAL, INC.
FILED IN THE OFFICE OF THE SECRETARY OF STATE
OF DELAWARE ON MARCH 10, 2000

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

DOES HEREBY CERTIFY:

1. The name of the corporation is Yellow Global, Inc.

2. That a Certificate of Amendment of the Certificate of Incorporation was filed by the Secretary of State of Delaware on March 10, 2000 and that said Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

3. The inaccuracy or defect of said Certificate to be corrected is as follows:

   Changing the name back to original name of YCS International, Inc. enabling us to file a stock change amendment that was approved but never filed.

4. The name change from YCS International, Inc. to Yellow Global, Inc. should be nullified and voided.

IN WITNESS WHEREOF, said Yellow Global, Inc. has caused this Certificate to be signed by William F. Martin, Jr. its Vice President, this 16th day of March, 2001.

Yellow Global, Inc.

By: /s/ William F. Martin Jr.
Vice President William F. Martin Jr.

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

YCS International, 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, 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 "Fourth" so that, as amended, said Article shall be and read as follows: "The total number of shares of stock which the Corporation is authorized to issue is 200,000 (two hundred thousand) shares of common stock, having a par value of $100 (one hundred) dollars per share.

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 Corporation has caused this Certificate to be signed by William F. Martin, Jr., Vice President, this 15th day of May, 1999.

By: /s/ William F. Martin, Jr.
Authorized Officer

Printed Name: William F. Martin, Jr.

Title: Vice President

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

YCS International, 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, 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 Global, Inc."

SECOND: That thereafter, pursuant to a 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 Corporation has caused this Certificate to be signed by William F. Martin, Jr., vice President, this 19th day of March, 2001.

By: /s/ William F. Martin, Jr.
Authorized Officer

Printed Name: William F. Martin, Jr.

Title: Vice President

CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 266 OF THE
DELAWARE GENERAL CORPORATION LAW
AND SECTION 18-214 OF THE
LIMITED LIABILITY COMPANY ACT

Yellow Global, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the Corporation immediately prior to filing this Certificate of Conversion is:

   YELLOW GLOBAL, INC.

2. The jurisdiction of the Corporation immediately prior to filing this Certificate of Conversion is:

   Delaware

3. The date the Certificate of Incorporation was filed on is:

   July 30, 1992.

4. The jurisdiction where the Corporation was first created is:

   Delaware

5. The original name of the Corporation as set forth in the Certificate of Incorporation is:

   YELLOW CONSOLIDATION SERVICES, INC.

6. The name of the limited liability company as set forth in the Certificate of Formation is:

   YELLOW GLOBAL, LLC

7. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer, also being an authorized person, this 19th day of March, 2001.

YELLOW GLOBAL, INC.

By: /s/ William F. Martin, Jr.

Name: William F. Martin, Jr.

Title: Secretary
An authorized person

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

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
YELLOW GPS, LLC

1. The name of the limited liability company is Yellow GPS, 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 MIQ LLC."

3. Subsequent to the filing of this Certificate of Amendment with the Secretary of State of the State of Delaware, the limited liability company intends to file a Registration of Trade Name in New Castle County, Delaware to be able to operate under the trade name: "Meridian IQ".

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Yellow GPS, LLC this 21st day of July, 2004.

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary and Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: MIQ LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

   FIRST: The name of the corporation is YRC LOGISTICS GLOBAL, LLC
3. This Certificate of Amendment shall be effective July 2, 2007.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 13th day of June, A.D. 2007.

MIQ LLC

By: /s/ James D. McMullen
Authorized Person(s)

Name: James D. McMullen
Print or Type
Vice President and Secretary

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
YRC LOGISTICS GLOBAL, LLC

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of MIQ, LLC, is entered into by YRC Logistics Global, LLC, a Delaware limited liability company ("Global"), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.) (the "Act"), for the regulation and management of the Company.

1. Name. The name of the limited liability company is YRC Logistics 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 YRC Logistics, Inc., 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:

YRC Logistics, 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 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, 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, a Treasurer, 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 July 2, 2007.

YRC LOGISTICS GLOGAL, LLC

By: /s/ James D. Ritchie
Name: James D. Ritchie
Title: President and Chief Executive Officer

Exhibit 3.15

CERTIFICATE OF INCORPORATION

OF

ENTERPRISE SERVICES, INC.

1. The name of the corporation is **Enterprise Services, Inc.** (the "Corporation").

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

3. 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.

4. The total number of shares of stock which the Corporation shall have authority to issue is ten thousand (10,000) shares designated as common stock, and the par value of each of such shares is $1.00.

5. The name and mailing address of the incorporator is:

Name	Address
Brenda Landry	Yellow Roadway Corporation 10990 Roe Avenue Overland Park, KS 66211

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

7. The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation.

8. Elections of directors need not be by written ballot unless the bylaws of the Corporation so provide. Meetings of stockholders may be held within or without the State of Delaware, as the bylaws 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 bylaws of the Corporation.

9. 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 to the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended.

10. The Corporation shall have the 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 such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of the General Corporation Law of the State of Delaware.

11. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the General Corporation Law of the State of Delaware, as the same may be amended from time to time, and all rights conferred upon stockholders, directors and officers, if any, are subject to this reservation.

12. The Corporation is to have perpetual existence.

IN WITNESS WHEREOF, I have hereunto signed my name this 26th day of January, 2004.

/s/ Brenda Landry
Brenda Landry

STATE OF DELAWARE

WAIVER OF REQUIREMENT
FOR AFFIDAVIT OF EXTRAORDINARY CONDITION

It appears to the Secretary of State that an earlier effort to deliver this instrument and tender such taxes and fees was made in good faith on the file date stamped hereto. The Secretary of State has determined that an extraordinary condition (as reflected in the records of the Secretary of State) existed at such date and time and that such earlier effort was unsuccessful as a result of the existence of such extraordinary condition, and that such actual delivery and tender were made within a reasonable period (not to exceed two business days) after the cessation of such extraordinary condition. The Secretary of State hereby waives the requirement for an affidavit of extraordinary condition and establishes such date and time as the filing date of such instrument.

/s/ Harriet Smith Windsor
Harriet Smith Windsor
Secretary of State

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

OF

ENTERPRISE SERVICES, INC.

Enterprise Services, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify that:

1. The name of the corporation is **Enterprise Services, Inc.** (the "Company").

2. By written consent, dated effective as of March 10, 2004, the Board of Directors of the Company adopted a resolution proposing and recommending to the sole stockholder the following amendment to the Certificate of Incorporation of the Company:

Article 1 of the Certificate of Incorporation of the Company shall be amended to read in its entirety as follows:

"1. The name of the Corporation is **YRC Enterprise Services, Inc.** (the "Corporation")."

3. By written consent, dated effective as of March 10, 2004, the sole stockholder of the Company approved the amendment of the Certificate of Incorporation in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of amendment of Enterprise Services, Inc., effective the 10th day of March 2004.

/s/ Brenda Landry
Brenda Landry
Vice President and Assistant Secretary

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

OF

YRC ENTERPRISE SERVICES, INC.

YRC Enterprise Services, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify that:

1. By written consent, dated effective as of January 3, 2006, the Board of Directors of the Company adopted a resolution proposing and recommending to the sole stockholder the following amendment to the Certificate of Incorporation of the Company:

Article 1 of the Certificate of Incorporation of the Company shall be amended to read in its entirety as follows:

"1. The name of the Corporation is **YRC Worldwide Enterprise Services, Inc.** (the "Corporation").";

2. By written consent, dated effective as of January 3, 2006, the sole stockholder of the Company approved the amendment of the Certificate of Incorporation in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of YRC Enterprise Services, Inc., effective the 3rd day of January 2006.

/s/ Brenda Landry
Brenda Landry
Vice President and Assistant Secretary

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is YRC Worldwide Enterprise Services Inc., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is YRC National Transportation, Inc., a Delaware corporation.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Title 8, Section 251(c) of the Delaware General Corporation Law.

THIRD: The name of the surviving corporation is YRC Worldwide Enterprise Services, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of YRC Worldwide Enterprise Services, Inc. in effect immediately prior to the filing of this Certificate of Merger shall be the Certificate of Incorporation of the surviving corporation; provided however, that upon filing this Certificate of Merger, the name of YRC Worldwide Enterprise Services, Inc. shall be changed to YRC North American Transportation, Inc.

FIFTH: The merger is to become effective on December 31, 2007.

SIXTH: The executed Agreement and Plan of Merger is on file at 10990 Roe Avenue, Overland Park, Kansas 66221.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations, at the following address: 10990 Roe Avenue, Overland Park, Kansas 66221.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 21st day of December, 2007.

By: /s/ Jeff P. Bennett
Authorized Officer

Name: Jeff P. Bennett
Print or Type

Title: Assistant Secretary

CERTIFICATE OF MERGER

Pursuant to Section 251 of the General Corporation Law of the State of Delaware, the undersigned corporation duly organized and existing in good standing under the laws of the state of Delaware does hereby certify that:

1. Name and State of Incorporation of Constituent Entities. The names and states of incorporation of the constituent entities to the proposed merger are (a) YRC North American Transportation, Inc., a Delaware corporation ("NAT"), and (b) YRC Enterprise Solutions Group Inc., a Delaware corporation ("ESG"), and YRC Worldwide Technologies, Inc., a Delaware corporation ("Technologies;" together with ESG, the "Eliminated Entities").

2. Agreement and Plan of Merger. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by NAT and the Eliminated Entities in accordance with Section 251 of the General Corporation Law of the State of Delaware.

3. Surviving Corporation. The Eliminated Entities shall be merged with and into NAT, and NAT shall be the merger's surviving corporation.

4. Effective Date. Pursuant to the terms of the Agreement and Plan of Merger, the merger shall become effective at 11:59 p.m. on December 31, 2009 (the "Effective Date").

5. Certificate of Incorporation. The Certificate of Incorporation of NAT as in effect on the Effective Date of the merger shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation, except that effective at the time of the merger, the name of the surviving corporation as set forth under Section 1 of the Certificate of Incorporation of NAT shall be changed from "YRC North American Transportation, Inc." to "YRC Enterprise Services, Inc."

6. Location of Agreement and Plan of Merger. The executed Agreement and Plan of Merger is on file at the principal place of business of NAT. The address of the principal place of business of NAT is as follows: 10990 Roe Avenue, Overland Park, Kansas 66211.

7. Furnishing of Agreement and Plan of Merger. A copy of the Agreement and Plan of Merger will be furnished by NAT, on request and without cost, to any stockholder of NAT or the Eliminated Entities.

IN WITNESS WHEREOF, the surviving corporation has caused this certificate to be signed by an authorized officer, this 28th day of December, 2009.

YRC NORTH AMERICAN TRANSPORTATION, INC.

/s/ Joseph Pec
Joseph Pec
Assistant Secretary

Exhibit 3.16

BYLAWS

OF

ENTERPRISE SERVICES, INC.

Adopted as of January 30, 2004

ARTICLE I

OFFICES

SECTION 1.01 *Registered Office*. The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle, and the name of its registered agent shall be The Corporation Trust Company.

SECTION 1.02 *Other Offices*. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.01 *Place of Meeting*. All meetings of stockholders for the election of directors shall be held at such place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

SECTION 2.02 *Annual Meeting*. The annual meeting of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

SECTION 2.03 *Voting List*. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 2.04 *Special Meeting*. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board, if one is elected, or by the President of the corporation or by the Board of Directors or by written order of a majority of the directors and shall be called by the President or the Secretary at the request in writing of stockholders

owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. The Chairman of the Board or the President of the corporation or directors so calling, or the stockholders so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

SECTION 2.05 *Notice of Meeting*. Written notice of the annual, and each special meeting of stockholders, stating the time, place, and purpose or purposes thereof, shall be given to each stockholder entitled to vote thereat, not less than 10 nor more than 60 days before the meeting.

SECTION 2.06 *Quorum*. The holders of a majority of the shares of the corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation. Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the holders of a majority of the shares of the corporation's capital stock entitled to vote thereat, present in person or represented by proxy, whether or not a quorum is present, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At 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 notified.

SECTION 2.07 *Voting*. When a quorum is present at any meeting of the stockholders, the vote of the holders of a majority of the shares of the corporation's capital stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes, of the Certificate of Incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Every stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder, bearing a date not more than three years prior to voting, unless such instrument provides for a longer period, and filed with the Secretary of the corporation before, or at the time of, the meeting. If such instrument shall designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

SECTION 2.08 *Consent of Stockholders*. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action by any provision of the statutes, the meeting and vote of stockholders may be dispensed with if all the stockholders who would have been entitled to vote upon the action if such meeting

were held shall consent in writing to such corporate action being taken; or on the written consent of the holders of shares of the corporation's capital stock having not less than the minimum percentage of the vote required by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Consents of stockholders may also be given by telegram, cablegram or other electronic transmission in accordance with and subject to the provisions of Section 228 of the General Corporation Law of Delaware.

SECTION 2.09 *Voting of Stock of Certain Holders*. Shares of the corporation's capital stock standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the Board of Directors of such corporation may determine. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator, or trustee may be voted by such fiduciary, either in person or by proxy, but no such fiduciary shall be entitled to vote shares held in such fiduciary capacity without a transfer of such shares into the name of such fiduciary. Shares standing in the name of a receiver may be voted by such receiver. A stockholder whose shares are pledged shall be entitled to vote such shares, unless in the transfer by the pledgor on the books of the corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee, or his proxy, may represent the stock and vote thereon.

SECTION 2.10 *Treasury Stock*. The corporation shall not vote, directly or indirectly, shares of its own capital stock owned by it; and such shares shall not be counted in determining the total number of outstanding shares of the corporation's capital stock.

SECTION 2.11 *Fixing Record Date*. The Board of Directors may fix in advance a date, which shall not be more than 60 days nor less than 10 days preceding the date of any meeting of stockholders, nor more than 60 days preceding the date for payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining a consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, any such meeting and any adjournment thereof, or to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01 *Powers*. The business and affairs of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

SECTION 3.02 *Number, Election and Term*. The number of directors that shall constitute the whole Board of Directors shall be fixed from time to time as determined by resolution of the Board adopted by a majority of the whole Board, but shall consist of not less than one (1) member. The number of directors of the whole Board shall be set forth in the notice of any meeting of stockholders held for the purpose of electing directors. The directors shall be elected at the annual meeting of stockholders, except as provided in Section 3.03, and each director elected shall hold office until his successor shall be elected and shall qualify. Directors need not be residents of Delaware or stockholders of the corporation.

SECTION 3.03 *Vacancies, Additional Directors, and Removal From Office*. If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification, or removal from office of any director, or otherwise, or if any new directorship is created by an increase in the authorized number of directors, a majority of the directors then in office, though less than a quorum, or a sole remaining director, may choose a successor or fill the newly created directorship; and a director so chosen shall hold office until the next election and until his successor shall be duly elected and shall qualify, unless sooner displaced. Any director may be removed either for or without cause at any special meeting of stockholders duly called and held for such purpose.

SECTION 3.04 *Regular Meeting*. A regular meeting of the Board of Directors shall be held each year, without other notice than this bylaw, at the place of, and immediately following, the annual meeting of stockholders; and other regular meetings of the Board of Directors shall be held each year, at such time and place as the Board of Directors may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

SECTION 3.05 *Special Meeting*. A special meeting of the Board of Directors may be called by the Chairman of the Board of Directors, if one is elected, or by the President of the corporation and shall be called by the Secretary on the written request of any two directors. The Chairman or President so calling, or the directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

SECTION 3.06 *Notice of Special Meeting*. Written notice of special meetings of the Board of Directors shall be given to each director at least 48 hours prior to the time of such meeting. Any director may waive notice of any meeting. 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 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

special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that notice shall be given of any proposed amendment to the bylaws if it is to be adopted at any special meeting or with respect to any other matter where notice is required by statute.

SECTION 3.07 *Quorum*. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 3.08 *Action Without Meeting*. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof as provided in Article IV of these bylaws, may be taken without a meeting, if all members of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes or proceedings of the Board of Directors, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

SECTION 3.09 *Compensation*. Directors, as such, shall not be entitled to any stated salary for their services unless voted by the stockholders or the Board of Directors; but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any meeting of a committee of directors. No provision of these bylaws shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

COMMITTEE OF DIRECTORS

SECTION 4.01 *Designation, Powers and Name*. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, including, if they shall so determine, an Executive Committee, each such committee to consist of two or more of the directors of the corporation. The committee shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution. The committee may authorize the seal of the corporation to be affixed to all papers that may require it. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or

disqualification of any member of such committee or committees, 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 of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

SECTION 4.02 *Minutes*. Each committee of directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

SECTION 4.03 *Compensation*. Members of special or standing committees may be allowed compensation for attending committee meetings, if the Board of Directors shall so determine.

ARTICLE V

NOTICE

SECTION 5.01 *Methods of Giving Notice*. Whenever, under the provisions of applicable statutes, the Certificate of Incorporation or these bylaws, notice is required to be given to any director, member of any committee, or stockholder, such notice may be given in writing and delivered personally or mailed to such director, member, or stockholder; provided that in the case of a director or a member of any committee such notice may be given orally or by telephone. If mailed, notice to a director, member of a committee, or stockholder shall be deemed to be given when deposited in the United States mail first class in a sealed envelope, with postage thereon prepaid, addressed, in the case of a stockholder, to the stockholder at the stockholder's address as it appears on the records of the corporation or, in the case of a director or a member of a committee, to such person at his business address. Notice to directors and stockholders may also be given by facsimile telecommunication. Notice may also be given to any director, member of any committee or stockholder by a form of electronic transmission as that term is defined in Section 232 of the General Corporation Law of Delaware.

SECTION 5.02 *Written Waiver*. Whenever any notice is required to be given under the provisions of an applicable statute, the Certificate of Incorporation, or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

OFFICERS

SECTION 6.01 *Officers*. The officers of the corporation shall be a President, one or more Vice Presidents, any one or more of which may be designated Executive Vice President or Senior Vice President, and a Secretary. The Board of Directors may appoint such other officers and agents, including a Chairman of the Board, a Treasurer, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers, in each case as the Board of Directors shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and

perform such duties as shall be determined by the Board. Any two or more offices may be held by the same person. The Chairman of the Board, if one is elected, shall be elected from among the directors. With the foregoing exceptions, none of the other officers need be a director, and none of the officers need be a stockholder of the corporation.

SECTION 6.02 *Election and Term of Office*. The officers of the corporation shall be elected annually by the Board of Directors at its first regular meeting held after the annual meeting of stockholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a director in the case of the Chairman.

SECTION 6.03 *Removal and Resignation*. Any officer or agent elected or appointed by the Board of Directors may be removed without cause by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.04 *Vacancies*. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 6.05 *Salaries*. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors or pursuant to its direction; and no officer shall be prevented from receiving such salary by reason of his also being a director.

SECTION 6.06 *Chairman of the Board*. The Chairman of the Board, if one is elected, shall preside at all meetings of the Board of Directors or of the stockholders of the corporation. The Chairman shall formulate and submit to the Board of Directors or the Executive Committee matters of general policy for the corporation and shall perform such other duties as usually appertain to the office or as may be prescribed by the Board of Directors or the Executive Committee.

SECTION 6.07 *President*. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control the business and affairs of the corporation. In the absence of the Chairman of the Board (if one is elected), the President shall preside at all meetings of the Board of Directors and of the stockholders. He may also preside at any such meeting attended by the Chairman if he is so designated by the Chairman. He shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the Board of Directors. The President shall keep the Board of Directors and the Executive Committee fully informed and shall consult them concerning the business of the corporation. He may sign with the Secretary or any other officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts, or other instruments that the Board of Directors has authorized to be executed, except in cases

where the signing and execution thereof has been expressly delegated by these bylaws or by the Board of Directors to some other officer or agent of the corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the corporation to vote, all shares of stock of any other corporation standing in the name of the corporation and in general he shall perform all other duties normally incident to the office of President and such other duties as may be prescribed by the stockholders, the Board of Directors, or the Executive Committee from time to time.

SECTION 6.08 *Vice Presidents*. In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President (or in the event there shall be no Vice President designated Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the corporation. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President, the Board of Directors or the Executive Committee.

SECTION 6.09 *Secretary*. The Secretary shall (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of directors; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the corporate records and of the seal of the corporation, and see that the seal of the corporation or a facsimile thereof is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; (d) keep or cause to be kept a register of the post office address of each stockholder which shall be furnished by such stockholder; (e) sign with the President, or an Executive Vice President or Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee.

SECTION 6.10 *Treasurer*. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 7.03 of these bylaws; (c) prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, at each annual meeting of the stockholders, and at such other times as may be required by the Board of Directors, the President or the Executive Committee, a statement of financial condition of the corporation in such detail as may be required; and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee.

SECTION 6.11 *Assistant Secretary and Treasurer*. The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President, the Board of Directors, or the

Executive Committee. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The Assistant Secretaries may sign, with the President or a Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 7.01 *Contracts*. Subject to the provisions of Section 6.01, the Board of Directors may authorize any officer, officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 7.02 *Checks*. All checks, demands, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers or such agent or agents of the corporation, and in such manner, as shall be determined by the Board of Directors.

SECTION 7.03 *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 VIII

CERTIFICATES OF STOCK

SECTION 8.01 *Issuance*. Each stockholder of this corporation shall be entitled to a certificate or certificates showing the number of shares of capital stock registered in his name on the books of the corporation. The certificates shall be in such form as may be determined by the Board of Directors, shall be issued in numerical order and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder’s name and number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. If any certificate is countersigned (1) by a transfer agent other than the corporation or any employee of the corporation, or (2) by a registrar other than the corporation or any employee of the corporation, any other signature on the certificate may be a facsimile. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences, and relative participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class of stock; provided that, except as otherwise provided by statute, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish to each stockholder who so requests the

designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights. 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, except that in the case of a lost, stolen, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and with such indemnity, if any, to the corporation as the Board of Directors may prescribe. Certificates shall not be issued representing fractional shares of stock.

SECTION 8.02 *Lost Certificates*. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require (1) the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require, (2) such owner to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate or certificates alleged to have been lost, stolen, or destroyed, or (3) both.

SECTION 8.03 *Transfers*. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books. Transfers of shares shall be made only on the books of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney and filed with the Secretary of the corporation or the Transfer Agent.

SECTION 8.04 *Registered Stockholders*. The corporation shall be entitled to treat the holder of record of any share or shares of the corporation's capital stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE IX

DIVIDENDS

SECTION 9.01 *Declaration*. Dividends with respect to the shares of the corporation's capital stock, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to applicable law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

SECTION 9.02 *Reserve*. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to

meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 *Third Party Actions*. The corporation shall indemnify any director or officer of the corporation, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 10.02 *Actions by or in the Right of the Corporation*. The corporation shall indemnify any director or officer and may indemnify any other person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery 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 as the Court of Chancery or such other court shall deem proper.

SECTION 10.03 *Mandatory Indemnification*. 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 Sections 10.01 and 10.02, 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 10.04 *Determination of Conduct*. The determination that a director, officer, employee, or agent has met the applicable standard of conduct set forth in Sections 10.01 and 10.02 (unless indemnification is ordered by a court) 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 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.

SECTION 10.05 *Payment of Expenses in Advance*. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall 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, officer, employee, or agent 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 Article X.

SECTION 10.06 *Indemnity Not Exclusive*. The indemnification and advancement of expenses provided or granted hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any other 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.

SECTION 10.07 *Definitions*. For purposes of this Article X:

(a) "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such 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 this Article X with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued;

(b) "other enterprises" shall include employee benefit plans;

(c) "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan;

(d) "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation that 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

(e) 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 X.

SECTION 10.08 *Continuation of Indemnity*. The indemnification and advancement of expenses provided or granted hereunder shall, unless otherwise provided when authorized or ratified, 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.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01 *Seal*. The corporate seal, if one is authorized by the Board of Directors, shall have inscribed thereon the name of the corporation, and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 11.02 *Books*. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at the offices of the corporation, or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLE XII

AMENDMENT

These bylaws may be altered, amended, or repealed by a majority of the number of directors then constituting the Board of Directors at any regular meeting of the Board of Directors without prior notice, or at any special meeting of the Board of Directors if notice of such alteration, amendment, or repeal be contained in the notice of such special meeting.

Exhibit 3.17

RESTATED CERTIFICATE OF INCORPORATION

OF

TNT FREIGHTWAYS CORPORATION

TNT FREIGHTWAYS CORPORATION, a corporation organized and existing under the laws of the State of Delaware, Does Hereby Certify As Follows:

1. The name of the corporation is TNT FREIGHTWAYS CORPORATION. The original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 22, 1991, under the name of 235 Corporation, and a Certificate of Amendment thereto was filed with the Secretary of State of the State of Delaware on July 30, 1991.

2. The Certificate of Incorporation is hereby amended and restated as authorized by Section 242 and Section 245 of the General Corporation Law of the State of Delaware to read as herein set forth in full:

ARTICLE FIRST

The name of the corporation is TNT FREIGHTWAYS CORPORATION (the "Corporation").

ARTICLE 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 19901. The name of the registered agent of the Corporation at such address is The Prentice-Hall Corporation System, Inc.

ARTICLE 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.

ARTICLE FOURTH

(a) The total number of shares of all classes of stock which the Corporation shall have authority to issue is 100 million, of which 20 million shares shall be Preferred Stock, par value $0.01 per share ("Preferred Stock"), and 80 million shares shall be Common Stock, par value $0.01 per share ("Common Stock").

(b) The Board of Directors is authorized, subject to limitations prescribed by law and the provisions of this Article FOURTH, to provide for the issuance of the shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof. Unless otherwise provided in the resolution or resolutions of the Board of Directors providing for the issuance thereof, shares of any series of Preferred Stock which shall be issued and thereafter acquired by the Corporation through purchase, redemption, exchange, conversion or otherwise shall return to the status of authorized but unissued Preferred Stock.

The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(i) the number of shares constituting that series and the distinctive designation of that series;

(ii) the dividend rate on the shares of that series, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;

(iii) whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights (including but not limited to the right of the holders of such shares to vote as a separate class acting alone or with the holders of one or more other series of Preferred Stock and the right to have more (or less) than one vote per share);

(iv) whether that series shall have conversion privileges, and, if so, the terms and conditions of such

conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;

(v) whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(vi) whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;

(vii) the rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and

(viii) any other relative rights, preferences or limitations of that series.

(c) Except for and subject to those rights expressly granted to the holders of Preferred Stock, or any series thereof, by the Board of Directors, pursuant to the authority hereby vested in the Board of Directors or as provided by the laws of the State of Delaware, the holders of the Corporation's Common Stock shall have exclusively all rights of stockholders and shall possess exclusively all voting power. Each holder of Common Stock of the Corporation shall be entitled, on each matter submitted for a vote to holders of Common Stock, to one vote for each share of such stock standing in such holder's name on the books of the Corporation.

(d) Shares of Common Stock or Preferred Stock may be issued by the Corporation from time to time for such consideration, having a value of not less than the par value, if any, thereof, as is determined from time to time by the Board of Directors. Any and all shares issued and for which full consideration has been paid or delivered shall be deemed fully paid stock and the holder thereof shall not be liable for any further payment thereon.

(e) The holders of the Common Stock shall have no preemptive rights to subscribe for any shares of any class of stock of the Corporation whether now or hereafter authorized.

ARTICLE FIFTH

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and its directors and stockholders, it is further provided that:

(a) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(b) The Board of Directors shall consist of not less than three nor more than twenty–one directors. The exact number of directors shall be determined from time to time by a resolution or resolutions adopted by the affirmative vote of a majority of the entire Board of Directors. The directors shall be divided into three classes. Each class shall consist, as nearly as may be possible, of one–third of the total number of directors constituting the entire Board of Directors. If the classes of directors are not equal in number, the Board of Directors shall determine which class shall contain an unequal number of directors.

(c) Upon, or as soon as practicable following, the filing of this Restated Certificate of Incorporation, the first class of directors shall be elected for a term to expire at the annual meeting next ensuing, the second class until the second annual meeting thereafter, and the third class until the third annual meeting thereafter. At each succeeding annual meeting of stockholders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three–year term. If the number of directors is changed in accordance with the terms of this Restated Certificate of Incorporation, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his or her term expires and until his or her successor shall be elected and shall qualify, subject, however, to the director's prior death, resignation, disqualification or removal from office. Any director or the entire Board of Directors may be removed for

cause by the affirmative vote of the holders of shares having at least a majority of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally on the election of directors and other matters required to be submitted for stockholder approval, voting together as a single class; provided, however, that for as long as TNT Limited, or any affiliate of TNT Limited, owns a majority of such outstanding shares of capital stock, any director or the entire Board of Directors may be removed in the manner described above with or without cause. Subject to the rights of the holders of any series of Preferred Stock, any newly created directorship and any other vacancy occurring on the Board of Directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, except that the stockholders shall fill any vacancy resulting from the removal of a director by the stockholders. Any Director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of this predecessor.

(d) Unless and except to the extent that the By–laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

(e) Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given if required by, and in the manner provided in, the By–Laws. At any annual meeting or special meeting of stockholders of the Corporation, only such business shall be conducted as shall have been brought before such meeting in the manner provided in the By–Laws.

(f) 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 and empowered to make, alter, amend or repeal from time to time the By–laws of the Corporation in any manner not inconsistent with the laws of the State of Delaware or this Restated Certificate of Incorporation, subject to the right of the stockholders of the Corporation entitled to vote with respect thereto to alter, amend or repeal the By–laws of the Corporation made by the Board of Directors;

(g) In addition to the powers and authorities herein or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Delaware, of this Restated Certificate of Incorporation and of the By–laws of the Corporation.

ARTICLE SIXTH

(a) To the fullest extent permitted by the General Corporation Law of the State of Delaware as it exists on the date hereof or as it may hereafter be amended, 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. No amendment to or repeal of this Article SIXTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

(b) In addition to any requirements of law and any other provisions herein or in the terms of any class or series of capital stock having a preference over the Common Stock of the Corporation as to dividends or upon liquidation (and notwithstanding that a lesser percentage may be specified by law), the affirmative vote of the holders of 75 percent or more of the voting power of the then outstanding voting stock of the Corporation, voting together as a single class, shall be required to amend, alter or repeal, or adopt any provision inconsistent with, any provision of this Article SIXTH.

ARTICLE SEVENTH

The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force or as may hereafter be added or inserted, in the manner now or hereafter prescribed by law and consistent with Article SIXTH as now in force; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Restated Certificate of Incorporation

in its present form or as hereafter amended are granted subject to the right reserved in this Article SEVENTH.

IN WITNESS WHEREOF, TNT FREIGHTWAYS CORPORATION, has caused this Restated Certificate of Incorporation to be signed by Mr. John Campbell Carruth, its President and Chief Executive Officer, and attested by its Secretary, and its corporate seal to be affixed hereto as of the 6th day of January, 1992.

TNT FREIGHTWAYS CORPORATION,

by /s/ John Campbell Carruth
Name: John Campbell Carruth
Title: President and Chief Executive Officer

ATTEST:

/s/ B. Carlton Bailey
Name: B. Carlton Bailey
Title: Secretary

CERTIFICATE OF OWNERSHIP AND MERGER
OF
TNT NORTH AMERICA. INC.
(A Delaware Corporation)
INTO
TNT FREIGHTWAYS CORPORATION
(A Delaware Corporation)

To the Secretary of State
State of Delaware

Pursuant to the provisions of the General Corporation Law of the State of Delaware, the undersigned officers of the parent corporation hereinafter named do hereby certify as follows:

1. The name of the surviving parent corporation which is a business corporation organized under the laws of the State of Delaware, is TNT Freightways Corporation.

2. The name of the subsidiary corporation which is a business corporation organized under the laws of the State of Delaware, and which is to be the disappearing corporation, is TNT North America, Inc.

3. TNT Transport Group Inc., a Delaware corporation, wholly owns TNT North America, Inc. and TNT Freightways Corporation and provided by resolution dated June 29, 1991, that TNT North America, Inc., be merged into TNT Freightways Corporation thereafter, without further resolution of the Corporation.

4. On February 20, 1992, TNT Transport Group contributed the capital stock of TNT North America, Inc., to TNT Freightways Corporation for the purpose of merging TNT North America, Inc., into TNT Freightways Corporation.

5. The number of outstanding shares of the subsidiary corporation is 100, all of which are of one class, and all of which are owned by the surviving parent corporation.

6. The laws of the jurisdiction of organization of the parent corporation permits the merger of parent and wholly owned subsidiary business corporations of this jurisdiction.

7. TNT Freightways Corporation hereby merges TNT North America, Inc. into TNT Freightways Corporation in accordance with the Plan of Merger stated below.

8. The following is the Plan of Merger for merging the subsidiary corporation into the surviving parent corporation as approved by the Board of Directors of TNT Transport Group Inc. on July 29, 1991:

1. TNT Freightways Corporation (“Surviving Corporation”), which is a business corporation of the State of Delaware and is the owner of all the outstanding shares of TNT North America, Inc. a business corporation of the State of Delaware (“Disappearing Corporation”), does hereby merge the Disappearing Corporation into the Surviving Corporation pursuant to the provisions of the General Corporation Law of the State of Delaware.

2. All of the estate, property, rights, privileges, powers and franchises of the Disappearing Corporation be vested in and held and enjoyed by the Surviving Corporation as fully and entirely and without change or diminution as the same were held and enjoyed before by the Disappearing Corporation in its name.

3. The Surviving Corporation does hereby assume all of the obligations of the Disappearing Corporation.

4. The separate existence of the Disappearing Corporation shall cease upon the effective date of the merger pursuant to the provisions of the General Corporation Law of the State of Delaware, and the Surviving Corporation shall continue its existence as such pursuant to the provisions of the General Corporation Law of the State of Delaware.

5. The outstanding shares of the Disappearing Corporation shall not be converted in any manner, nor shall any cash or other property or consideration be paid or delivered therefor inasmuch as the Surviving Corporation is the owner of all of the outstanding shares of the Disappearing Corporation’s stock, but each of said shares which is outstanding as of the effective date of the merger shall be surrendered and extinguished.

6. The outstanding shares of the Surviving Corporation’s stock shall not be converted in any manner, but each of said shares which are outstanding as of the effective date of the merger shall continue to represent one issued and outstanding share of the Surviving Corporation’s stock.

7. The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation.

8. The Surviving Corporation does hereby agree that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Disappearing Corporation, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger herein provided for; does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding; and does hereby specify the following address without the State of Delaware to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware:

c/o TNT Freightways Corporation
9700 Higgins Road, Suite 570
Rosemont, Illinois 60018

9. The Surviving Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware, and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the jurisdiction of organization of the Disappearing Corporation and of the Surviving Corporation and in any other appropriate jurisdiction.

10. The Board of Directors and the proper officers of the Surviving Corporation and the Disappearing Corporation have been authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

Dated this February 20, 1992.

ATTEST:

By: /s/ B. Carlton Bailey, Jr.
B. Carlton Bailey, Jr., Secretary

TNT FREIGHTWAYS CORPORATION

By: /s/ J.C. Carruth
J.C. Carruth, President

ATTEST:

By: /s/ B. Carlton Bailey, Jr.
B. Carlton Bailey, Jr.,
Assistant Secretary

TNT NORTH AMERICA, INC.

By: /s/ J.C. Carruth
J.C. Carruth, President

CERTIFICATE OF DESIGNATIONS FOR
SERIES A JUNIOR
PARTICIPATING CUMULATIVE PREFERRED STOCK
Par Value $0.01 Per Share

of

TNT Freightways Corporation

Pursuant to Section 151 of the General Corporation
Law of the State of Delaware

We, J.C. Carruth, President and Chief Executive Officer, and B. Carlton Bailey, Jr., Secretary, of TNT Freightways Corporation (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, in accordance with the provisions of Section 103 thereof, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Restated Certificate of Incorporation (the "Restated Certificate") of the Corporation, the Board of Directors on February 4, 1994, by unanimous vote adopted the following resolution creating a series of Three Hundred Fifty Thousand (350,000) shares of the Corporation's authorized Preferred Stock, par value $0.01 per share, having the powers, designations, preferences and relative participating, optional and other rights and the qualifications, limitations and restrictions thereof set forth therein:

RESOLVED, that a series of the authorized Preferred Stock of the Corporation be, and it hereby is, created, and that the designation and amount thereof and the voting powers, preferences

and relative participating, optional and other rights of the shares of such series, and the qualifications, limitations and restrictions thereof are as follows:

Section 1. Designation and Amount.

The shares of such series shall be designated as Series A Junior Participating Cumulative Preferred Stock, par value $0.01 per share (the "Series A Preferred") and the number of shares constituting such series shall be Three Hundred Fifty Thousand (350,000). Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, that no decrease shall reduce the number of shares of Series A Preferred to a number less than the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Series A Preferred.

Section 2. Dividends and Distributions.

(A) Subject to the rights of the holders of any shares of any series of the Corporation's Preferred Stock (or any similar stock) ranking prior and superior to the Series A Preferred with respect to dividends, the holders of shares of Series A Preferred, in preference to the holders of Common Stock, and of any other capital stock ranking junior to the Series A Preferred which may then be outstanding, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available therefor, quarterly dividends payable in cash on the last day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $2.50 per share ($10.00 per annum), or (b) subject to the provision for adjustment hereinafter set forth an amount equal to 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non–cash dividends or other distributions, (other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise)), declared on the Corporation's Common Stock during the quarterly period ended on the Quarterly Dividend Payment Date, or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share

of Series A Preferred. In the event the Corporation shall at any time declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then thereafter in each such case the amounts to which holders of shares of Series A Preferred would otherwise be entitled under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Preferred as provided in paragraph (A) of this Section 2 immediately after it declares each dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the quarterly period ending on any Quarterly Dividend Payment Date, a dividend of $2.50 per share ($10.00 per annum) on the Series A Preferred shall nevertheless be declared and payable on such Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Preferred from the Quarterly Dividend Payment Date next preceding the date of issue of such shares of Series A Preferred, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Preferred entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall accumulate but shall not bear interest. Dividends paid on the shares of Series A Preferred in an amount less than the total amount of accrued and unpaid dividends at such time with respect to such shares shall be allocated pro rata on a share–by–share basis among all such shares of Series A Preferred at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred entitled to receive payment of a dividend or distribution declared thereon, which record date shall be

not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights.

The holders of shares of Series A Preferred shall have the following voting rights.

(A) Subject to the provisions for adjustment as hereinafter set forth, each share of Series A Preferred shall entitle the holder thereof to 100 votes (and each one–hundredth of a share of Series A Preferred shall entitle the holder thereof to one vote) on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time declare or pay any dividend on Common Stock payable in shares of Common Stock or effect a combination or consolidation or subdivision of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Series A Preferred were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in the Restated Certificate, in any other certificate of designations creating another series of the Corporation's Preferred Stock or any similar stock, or by law, the holders of shares of Series A Preferred and the holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) If at any time the Corporation shall not have declared and paid all accrued and unpaid dividends on the Series A Preferred as provided in Section 2 hereof for four consecutive Quarterly Dividend Payment Dates, then, in addition to any voting rights provided for in paragraphs (A) and (B) of this Section 3, the holders of the Series A Preferred shall have the exclusive right, voting separately as class, to elect two directors on the Board of Directors of the Corporation (such directors being referred to hereinafter as the "Preferred Directors"). The right of the holders of the Series A Preferred to elect the Preferred Directors shall continue until all such accrued and unpaid dividends shall have been paid in full. At such time, the

terms of any of the Preferred Directors shall terminate. At any time when the holders of the Series A Preferred shall have thus become entitled to elect Preferred Directors, a special meeting of stockholders shall be called for the purpose of electing such Preferred Directors, which special meeting shall be held within 30 days after the right of the holders of the Series A Preferred to elect such Preferred Directors shall arise, upon notice given in the manner provided by law or by the by–laws of the Corporation for giving notice of a special meeting of stockholders (provided, however, that such a special meeting shall not be called if the annual meeting of stockholders is to convene within said 30 days). At any such special meeting or at any annual meeting at which the holders of the Series A Preferred shall be entitled to elect Preferred Directors, the holders of a majority of the then outstanding shares of Series A Preferred present in person or by proxy shall be sufficient to constitute a quorum for the election of such directors. The persons elected by the holders of the Series A Preferred at any meeting in accordance with the terms of the preceding sentence shall become directors on the date of such election.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay any dividends or, make any other distributions on any shares or stock ranking junior (either as to dividends or upon liquidation, dissolution or winding–up) to the Series A Preferred;

(ii) declare or pay any dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding–up) with the Series A Preferred, except dividends paid ratably on the Series A Preferred, and all such other parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any capital stock ranking (either as to dividends or upon liquidation, dissolution or winding–up) junior to or in parity with the Series A Preferred, provided that the Corporation

may at any time redeem, purchase or otherwise acquire shares of any parity stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding–up) to the Series A Preferred; or

(iv) purchase or otherwise acquire for consideration any shares of Series A Preferred, or any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding–up) with the Series A Preferred, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series or classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares.

Any shares of Series A Preferred purchased or otherwise acquired by the Corporation in any manner whatsoever, shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of the Corporation's Preferred Stock, without designation as to series, and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein, in the Restated Certificate, in any other certificate of designations creating another series of the Corporation's Preferred Stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding–Up.

Upon any voluntary or involuntary liquidation, dissolution or winding–up of the Corporation, no distribution shall be made (A) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding–up) to the Series A Preferred unless prior thereto, the holders of shares of Series A Preferred shall have received the higher of (i) $10.00 per share, plus an amount equal to accrued and unpaid

dividends and distributions thereon, whether or not declared, to the date of such payment, or (ii) an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate per share amount to be distributed to holders of Common Stock; nor shall any distribution be made (B) to the holders of stock ranking (either as to dividends or upon liquidation, dissolution or winding–up) in parity with the Series A Preferred, (except distributions made ratably on the Series A Preferred and all other such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding–up). In the event the Corporation shall at any time declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a combination or consolidation or subdivision of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which, under the provision in clause (A) of the preceding sentence, holders of shares of Series A Preferred would otherwise be entitled shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc.

In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or converted or changed into other stock or securities, cash and/or any other property, or otherwise changed, then in any such case each share of Series A Preferred shall at the same time be similarly exchanged or converted or changed into an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed, converted or exchanged. In the event the Corporation shall at any time declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange, conversion or change of shares of Series A Preferred shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of

shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption.

The shares of Series A Preferred shall not be redeemable.

Section 9. Rank.

Unless otherwise provided in the Restated Certificate or a certificate of designations relating to a subsequent series of Preferred Stock of the Corporation, the Series A Preferred shall rank junior to all other series of the Corporation's Preferred Stock as to the payment of dividends and the distribution of assets on liquidation, dissolution or winding–up, and senior to the Common Stock of the Corporation.

Section 10. Amendment.

The Restated Certificate, as amended to the date hereof, shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Preferred so as to affect them adversely without the affirmative vote of the holders of at least two–thirds of the outstanding shares of Series A Preferred, voting together as a single series.

Section 11. Fractional Shares.

The Series A Preferred may be issued in fractions of a share (in one–hundredths (1/100) of a share and integral multiples thereof) which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Preferred.

IN WITNESS WHEREOF, this Certificate of Designations is executed on behalf of the Corporation by its President and Chief Executive Officer and attested by its Secretary this 18th day of February, 1994.

/s/ J.C. Carruth
President and Chief Executive Officer

Attest:

/s/ B. Carlton Bailey, Jr.
Secretary

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

*** * * * ***

TNT FREIGHTWAYS CORPORATION, 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 and the present registered office of the Corporation is in the county of Kent

The Board of Directors of TNT FREIGHTWAYS CORPORATION adopted the following resolution on the 1st day of May, 1994.

Resolved, that the registered office of TNT FREIGHTWAYS CORPORATION 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, TNT Freightways Corporation has caused this statement to be signed by Christopher L. Ellis, its Vice President and attested by Richard C. Pagano, its Secretary this 1st day of May, 1994.

By /s/ Christopher L. Ellis
Christopher L. Ellis, *Vice President*

ATTEST:

By /s/ Richard C. Pagano
Richard C. Pagano, *Secretary*

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

RED OAK, INC.

INTO

TNT FREIGHTWAYS CORPORATION

****

TNT FREIGHTWAYS CORPORATION, a corporation organized and existing under the laws of Delaware.

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 22nd day of April, 1991, pursuant to the General Corporation Law of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of Red Oak, Inc., a corporation incorporated on the 7th day of October, 1987, pursuant to the General Corporation Law of Nevada.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted at a meeting on the 9th day of December, 1994, determined to and did merge into itself said Red Oak Inc.:

RESOLVED, that

1. TNT Freightways Corporation merge, and it hereby does merge into itself said Red Oak, Inc., and assumes all of its obligations;

2. The merger shall become effective on December 31, 1994; and

3. The proper officers of this corporation be and they are hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Red Oak, Inc., and assumes its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of TNT Freightways Corporation at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, the Board of Directors has caused this Certificate to be signed by Christopher L. Ellis, its Senior Vice President, this 9th day of December, 1994.

TNT FREIGHTWAYS CORPORATION

By: /s/ Christopher L. Ellis
Senior Vice President

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION

*** * * * ***

TNT Freightways Corporation, 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 TNT Freightways Corporation resolutions were duly adopted setting forth a proposed amendment to the Restated 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 Restated Certificate of Incorporation of TNT Freightways Corporation be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

The name of the corporation is USFreightways Corporation (the “Corporation”).

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 written waiver of notice signed by all stockholders 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.

IN WITNESS WHEREOF, said TNT Freightways Corporation has caused this certificate to be signed by J.C. Carruth, its President & CEO, this Third day of May, 1996.

TNT Freightways Corporation

By /s/ J.C. Carruth
President & CEO

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

USF Worldwide Logistics International Inc.

INTO

USFreightways Corporation

* * * * * * *

USFreightways Corporation, a corporation organized and existing under the laws of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 22nd day of April, 1991, pursuant to the General Corporation Law of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of USF Worldwide Logistics International Inc. a corporation incorporated on the 20th day of March, 2000, pursuant to the General Corporation Law of Delaware.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board.

RESOLVED, that USFreightways Corporation merge, and it hereby does merge into itself USF Worldwide Logistics International Inc. and assumes all of its obligations, see attached Plan of Merger as Exhibit A;

and

FURTHER RESOLVED, that the merger shall become effective on September 16, 2002;

and

FURTHER RESOLVED, The proper officers of this corporation be and they are hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said USF Worldwide Logistics International Inc., and assumes its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware which may be in anywise necessary or proper to effect said merger.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of USFreightways Corporation at any time prior to the time that this merger filed with the Secretary of State becomes effective.

IN WITNESS WHEREOF, said Board of Directors has caused this Certificate to be signed by Richard C. Pagano its Secretary, this 16th day of September, 2002.

USFREIGHTWAYS CORPORATION

By /s/ Richard C. Pagano

Secretary

Exhibit A

PLAN OF MERGER BETWEEN
USF WORLDWIDE LOGISTICS INTERNATIONAL INC.
USFREIGHTWAYS CORPORATION

PLAN OF MERGER approved on September 16, 2002 by USF Worldwide Logistics International Inc. which is a business corporation organized under the laws of the State of Delaware by resolution adopted by its Board of Directors on said date and approved on September 16, 2002 by USFreightways Corporation which is a business corporation organized under the laws of the State of Delaware by resolution adopted by its Board of Directors on said date.

1. USF Worldwide Logistics International Inc. and USFreightways Corporation shall, pursuant to the provisions of the Delaware General Corporation Law (the Law), be merged with and into a single corporation with USFreightways Corporation being the surviving corporation under its present name pursuant to the provisions of the Laws. The separate existence of USF Worldwide Logistics International Inc. shall cease upon the effective date of the merger in accordance with the provisions of the Laws.

2. The merger shall become effective on September 16, 2002.

3. Upon the effective date of the merger, the Articles of Incorporation of USFreightways Corporation shall continue in full force and effect unless changed, altered or amended in the manner prescribed by the provisions of the Laws.

4. Upon the effective date of the merger, the By-Laws of USFreightways Corporation shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Laws.

5. The Directors and Officers of USFreightways Corporation upon the effective date of the merger, shall continue to be members of the Board of Directors and Officers of USFreightways Corporation, respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of USFreightways Corporation

6. The number of outstanding shares of USF Worldwide Logistics International Inc. is One Hundred (100), all of which are one class, at .00 par value per share, and the number of outstanding shares of USFreightways Corporation is 26,932,886 as of September 16, 2002 all of which are one class, at a par value of $0.01 per share. Each issued share of USF Worldwide Logistics International Inc. shall, upon the effective date of the merger, be surrendered and extinguished. The issued shares of USFreightways Corporation shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of USFreightways Corporation as of the effective date of the merger.

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION

USFreightways Corporation, a corporation organized and existing tinder 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 USFreightways Corporation resolutions were duly adopted setting forth a proposed amendment to the Restated 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 Restated Certificate of Incorporation of USFreightways Corporation be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

The name of the corporation is USF Corporation (the “Corporation”).

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 written waiver of notice signed by all stockholders at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

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

IN WITNESS WHEREOF, said USFreightways Corporation has caused this certificate to be signed by Samuel K. Skinner, its President and CEO, this Second day of May, 2003.

USFreightways Corporation

By: /s/ Samuel K. Skinner
President & CEO

CERTIFICATE OF MERGER

Merging

Yankee II LLC, a Delaware limited liability company

with and into

USF Corporation, a Delaware corporation

Pursuant to the provisions of Section 264 of the Delaware General Corporation Law (the "DGCL") and Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "DLLCA"), the undersigned duly authorized officer of USF Corporation submits this Certificate of Merger for the purpose of effecting a merger of domestic entities under the DGCL and the DLLCA and certifies that:

1. The name and state of incorporation or organization of each of the constituent entities is as follows:

Name of Corporation or Limited Liability Company	State of Incorporation or Organization
USF Corporation	Delaware
Yankee II LLC	Delaware

2. An Agreement and Plan of Merger, dated as of February 27, 2005, and amended as of May 1, 2005 (the "Merger Agreement"), by and among Yellow Roadway Corporation, Yankee II LLC and USF Corporation, pursuant to which Yankee II LLC will merge with and into USF Corporation (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 264(c) of the DGCL and Section 18-209 of the DLLCA.

3. The surviving entity in the Merger is USF Corporation (the "Surviving Entity"). The name of the Surviving Entity is USF Corporation.

4. The Restated Certificate of the Incorporation, as amended, of the USF Corporation shall be the Restated Certificate of Incorporation, as amended, of the Surviving Entity, with the exception that Article Fourth of the Restated Certificate of Incorporation, as amended, shall be amended to read in its entirety as follows: "The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 1,000 shares of Common Stock, par value $0.01 per share ("Common Stock")."

5. The Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of Delaware.

6. An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Entity, located at 8550 W. Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631.

7. A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any stockholder or member in either constituent entity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the undersigned, a duly authorized officer of the Surviving Entity, as of the 24th day of May, 2005.

USF Corporation

By: /s/ Richard C. Pagano

Name: Richard C. Pagano

Title: Senior Vice President, General Counsel and Secretary

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

OF

USF CORPORATION

USF Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify that:

1. The name of the corporation is **YRC Regional Transportation, Inc**. (the "Company").

2. By written consent, dated effective as of July 20, 2005, the Board of Directors of the Company adopted a resolution proposing and recommending to the sole stockholder the following amendment to the Certificate of Incorporation of the Company:

Article First of the Certificate of Incorporation of the Company shall be amended to read in its entirety as follows:

"The name of the Corporation is **YRC Regional Transportation, Inc**. (the "Corporation")."

3. By written consent, dated effective as of July 20, 2005, the sole stockholder of the Company approved the amendment of the Certificate of Incorporation in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of amendment of USF Corporation, effective the 26th day of July 2005.

/s/ Brenda Landry
Brenda Landry
Vice President and Assistant Secretary

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND
FOREIGN LIMITED LIABILITY COMPANY

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is YRC Regional Transportation, Inc., a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is Transport Asset Management LLC, a New York limited liability company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is YRC Regional Transportation, Inc.

FOURTH: The merger is to become effective on December 31, 2007.

FIFTH: The Agreement of Merger is on file at YRC Regional Transportation, Inc., the plate of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger is on file at the office of YRC Regional Transportation, Inc. and will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 21st day of December, 2007.

By: /s/ Jeff P. Bennett
Authorized Officer

Name: Jeff P. Bennett
Print or Type

Title: Assistant Secretary

CERTIFICATE OF OWNERSHIP AND MERGER

Pursuant to Section 253 of The Delaware General Corporation Law, YRC Regional Transportation Inc., a Delaware corporation (the "Company"), does hereby certify that:

1. The Company is incorporated pursuant to the General Corporation Law of the State of Delaware.

2. The Company owns all of the outstanding shares of the capital stock of USF Leasing Company and USF Ventures Inc., each a Delaware corporation (collectively, the "Eliminated Corporations").

3. The Company, by resolutions of its board of directors duly adopted by unanimous written consent effective December 19, 2007, determined to merge into itself the Eliminated Corporations on the conditions set forth in such resolutions:

RESOLVED, that the merger of USF Leasing Company and USF Ventures Inc., each a Delaware corporation and a wholly owned subsidiary of the Company (collectively, the "Eliminated Corporation"), with and into the Company and the assumption by the Company of all of the Eliminated Corporations' liabilities and obligations be, and the same hereby are, approved, each to become effective on December 31, 2007.

RESOLVED, that the proper officers of the Company be, and each of them hereby is, authorized to prepare, execute, deliver and perform such agreements, documents and other instruments and to take such other action, in the name and on behalf of the Company, to pay or cause to be paid on behalf of the Company, such related costs, fees and expenses, and to execute and deliver or cause to be executed and delivered such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, undertakings, supplements, amendments, further assurances or other instruments or communications, under the corporate seal of the Company, or otherwise, as each of such officers, in his discretion, shall deem necessary or advisable to carry out the intent of or to effect the foregoing resolutions, the taking of such action and the preparation, execution, delivery and performance of any such agreements, documents and other instruments or the performance of any such not shall be conclusive evidence of the approval of this Board of Directors thereof and all matters relating thereto; and

RESOLVED, that any and all actions taken by or on behalf of the officers of the Company prior to the adoption of these resolutions which are within the authority conferred hereby are hereby in all respects authorized, adopted, ratified, confirmed and approved.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by an authorized officer, this 19th day of December, 2007.

YRC REGIONAL TRANSPORTATION, INC.

/s/ Jeff P. Bennett
Jeff P. Bennett
Assistant Secretary

Exhibit 3.19

CERTIFICATE OF INCORPORATION
OF
TNT FREIGHTWAYS SALES CORPORATION

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

FIRST: The name of the corporation (hereinafter called the "Corporation") is: TNT Freightways Sales Corporation.

SECOND: The address including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 32 Loockerman Square, Suite L-100, Kent County, Dover, Delaware 19901; and the name of the registered agent of the Corporation in the State of Delaware 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 shall have the authority to issue is One Thousand (1,000), all of which are $1.00 par value. All such shares are of one class and are shares of Common Stock.

FIFTH: The name and the mailing address of the incorporator are as follows:

Name	Mailing Address
B. Carlton Bailey, Jr.	9700 Higgins Road, Suite 570 Rosemont, Illinois 60018

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the

stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors and/or stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

EIGHTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

1. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase “whole Board” and the phrase “total number of directors” shall be deemed to have the same meaning, to wit, the total number of directors which the corporation would have if there were no vacancies. No election of directors need be by written ballot.

2. After the original or other By-Laws of the Corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the Corporation may be exercised by the Board of Directors of the Corporation; provided, however, that any provision for the classification of directors of the Corporation for staggered terms pursuant to the provisions of subsection (d) of Section 141 of the General Corporation Law of the State of Delaware shall be set forth in an initial By-Law or in a By-Law adopted by the stockholders of the Corporation entitled to vote unless provisions for such classifications shall be set forth in this Certificate of Incorporation.

3. Whenever the Corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the Corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the Certificate of Incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of paragraph (2) of subsection (b) of Section 242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

NINTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

TENTH: The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, 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.

ELEVENTH: From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this article ELEVENTH.

Signed on December 20, 1991.

/s/ B. Carlton Bailey, Jr.

B. Carlton Bailey, Jr.
Incorporator

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

*** * * * ***

TNT FREIGHTWAYS SALES CORPORATION, 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 and the present registered office of the corporation is in the county of Kent:

The Board of Directors of TNT FREIGHTWAYS SALES CORPORATION adopted the following resolution on the 1st day of May, 1994.

Resolved, that the registered office of TNT FREIGHTWAYS SALES CORPORATION 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, TNT FREIGHTWAYS SALES CORPORATION has caused this statement to be signed by Thomas Lilly, its Vice President and attested by B. Carlton Bailey, jr., its Secretary this 1st day of May 1994.

By /s/ Thomas Lilly
Thomas Lilly, *Vice President*

ATTEST:

By /s/ B. Carlton Bailey, Jr.
B. Carlton Bailey, Jr. *Secretary*

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

*** * * * ***

TNT Freightways Sales Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of **TNT Freightways Sales Corporation** be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

The name of the corporation (hereinafter called the "corporation") is USF Sales Corporation.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said **TNT Freightways Sales Corporation** has caused this certificate to be signed by C. L. Ellis, its Vice President, this Twelfth day of February, 1996.

TNT Freightways Sales Corporation

By /s/ C. L. Ellis
Vice President

AMENDED AND RESTATED BYLAWS

OF

USF SALES CORPORATION

Adopted as of August 1, 2005

ARTICLE I

OFFICES

SECTION 1.01 *Registered Office.* The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle, and the name of its registered agent shall be The Corporation Trust Company.

SECTION 1.02 *Other Offices.* The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.01 *Place of Meeting.* All meetings of stockholders for the election of directors shall be held at such place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

SECTION 2.02 *Annual Meeting.* The annual meeting of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

SECTION 2.03 *Voting List.* The officer who has charge of the stock ledger of the corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 2.04 *Special Meeting.* Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board, if one is elected, or by the President

of the corporation or by the Board of Directors or by written order of a majority of the directors and shall be called by the President or the Secretary at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. The Chairman of the Board or the President of the corporation or directors so calling, or the stockholders so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

SECTION 2.05 *Notice of Meeting.* Written notice of the annual, and each special meeting of stockholders, stating the time, place, and purpose or purposes thereof, shall be given to each stockholder entitled to vote thereat, not less than 10 nor more than 60 days before the meeting.

SECTION 2.06 *Quorum.* The holders of a majority of the shares of the corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation. Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the holders of a majority of the shares of the corporation's capital stock entitled to vote thereat, present in person or represented by proxy, whether or not a quorum is present, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At 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 notified.

SECTION 2.07 *Voting.* When a quorum is present at any meeting of the stockholders, the vote of the holders of a majority of the shares of the corporation's capital stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes, of the Certificate of Incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Every stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder, bearing a date not more than three years prior to voting, unless such instrument provides for a longer period, and filed with the Secretary of the corporation before, or at the time of, the meeting. If such instrument shall designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

SECTION 2.08 *Consent of Stockholders.* Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate

action by any provision of the statutes, the meeting and vote of stockholders may be dispensed with if all the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken; or on the written consent of the holders of shares of the corporation's capital stock having not less than the minimum percentage of the vote required by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Consents of stockholders may also be given by telegram, cablegram or other electronic transmission in accordance with and subject to the provisions of Section 228 of the General Corporation Law of Delaware.

SECTION 2.09 *Voting of Stock of Certain Holders.* Shares of the corporation's capital stock standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the Board of Directors of such corporation may determine. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator, or trustee may be voted by such fiduciary, either in person or by proxy, but no such fiduciary shall be entitled to vote shares held in such fiduciary capacity without a transfer of such shares into the name of such fiduciary. Shares standing in the name of a receiver may be voted by such receiver. A stockholder whose shares are pledged shall be entitled to vote such shares, unless in the transfer by the pledgor on the books of the corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee, or his proxy, may represent the stock and vote thereon.

SECTION 2.10 *Treasury Stock.* The corporation shall not vote, directly or indirectly, shares of its own capital stock owned by it; and such shares shall not be counted in determining the total number of outstanding shares of the corporation's capital stock.

SECTION 2.11 *Fixing Record Date.* The Board of Directors may fix in advance a date, which shall not be more than 60 days nor less than 10 days preceding the date of any meeting of stockholders, nor more than 60 days preceding the date for payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining a consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to such notice of, and to vote at, any such meeting and any adjournment thereof, or to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01 *Powers.* The business and affairs of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

SECTION 3.02 *Number, Election and Term.* The number of directors that shall constitute the whole Board of Directors shall be fixed from time to time as determined by resolution of the Board adopted by a majority of the whole Board, but shall consist of not less than one (1) member. The number of directors of the whole Board shall be set forth in the notice of any meeting of stockholders held for the purpose of electing directors. The directors shall be elected at the annual meeting of stockholders, except as provided in Section 3.03, and each director elected shall hold office until his successor shall be elected and shall qualify. Directors need not be residents of Delaware or stockholders of the corporation.

SECTION 3.03 *Vacancies, Additional Directors, and Removal From Office*. If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification, or removal from office of any director, or otherwise, or if any new directorship is created by an increase in the authorized number of directors, a majority of the directors then in office, though less than a quorum, or a sole remaining director, may choose a successor or fill the newly created directorship; and a director so chosen shall hold office until the next election and until his successor shall be duly elected and shall qualify, unless sooner displaced. Any director may be removed either for or without cause at any special meeting of stockholders duly called and held for such purpose.

SECTION 3.04 *Regular Meeting.* A regular meeting of the Board of Directors shall be held each year, without other notice than this bylaw, at the place of, and immediately following, the annual meeting of stockholders; and other regular meetings of the Board of Directors shall be held each year, at such time and place as the Board of Directors may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

SECTION 3.05 *Special Meeting.* A special meeting of the Board of Directors may be called by the Chairman of the Board of Directors, if one is elected, or by the President of the corporation and shall be called by the Secretary on the written request of any two directors. The Chairman or President so calling, or the directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

SECTION 3.06 *Notice of Special Meeting.* Written notice of special meetings of the Board of Directors shall be given to each director at least 48 hours prior to the time of such meeting. Any director may waive notice of any meeting. 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 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

special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that notice shall be given of any proposed amendment to the bylaws if it is to be adopted at any special meeting or with respect to any other matter where notice is required by statute.

SECTION 3.07 *Quorum.* A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 3.08 *Action Without Meeting.* Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof as provided in Article IV of these bylaws, may be taken without a meeting, if all members of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes or proceedings of the Board of Directors, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

SECTION 3.09 *Compensation.* Directors, as such, shall not be entitled to any stated salary for their services unless voted by the stockholders or the Board of Directors; but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any meeting of a committee of directors. No provision of these bylaws shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

COMMITTEE OF DIRECTORS

SECTION 4.01 *Designation, Powers and Name.* The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, including, if they shall so determine, an Executive Committee, each such committee to consist of two or more of the directors of the corporation. The committee shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution. The committee may authorize the seal of the corporation to be affixed to all papers that may require it. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or

disqualification of any member of such committee or committees, 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 of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

SECTION 4.02 *Minutes.* Each committee of directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

SECTION 4.03 *Compensation.* Members of special or standing committees may be allowed compensation for attending committee meetings, if the Board of Directors shall so determine.

ARTICLE V

NOTICE

SECTION 5.01 *Methods of Giving Notice.* Whenever, under the provisions of applicable statutes, the Certificate of Incorporation or these bylaws, notice is required to be given to any director, member of any committee, or stockholder, such notice may be given in writing and delivered personally or mailed to such director, member, or stockholder; provided that in the case of a director or a member of any committee such notice may be given orally or by telephone. If mailed, notice to a director, member of a committee, or stockholder shall be deemed to be given when deposited in the United States mail first class in a sealed envelope, with postage thereon prepaid, addressed, in the case of a stockholder, to the stockholder at the stockholder's address as it appears on the records of the corporation or, in the case of a director or a member of a committee, to such person at his business address. Notice to directors and stockholders may also be given by facsimile telecommunication. Notice may also be given to any director, member of any committee or stockholder by a form of electronic transmission as that term is defined in Section 232 of the General Corporation Law of Delaware.

SECTION 5.02 *Written Waiver.* Whenever any notice is required to be given under the provisions of an applicable statute, the Certificate of Incorporation, or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

OFFICERS

SECTION 6.01 *Officers.* The officers of the corporation shall be a President, one or more Vice Presidents, any one or more of which may be designated Executive Vice President or Senior Vice President, and a Secretary. The Board of Directors may appoint such other officers and agents, including a Chairman of the Board, a Treasurer, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers, in each case as the Board of Directors shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and

perform such duties as shall be determined by the Board. Any two or more offices may be held by the same person. The Chairman of the Board, if one is elected, shall be elected from among the directors. With the foregoing exceptions, none of the other officers need be a director, and none of the officers need be a stockholder of the corporation.

SECTION 6.02 *Election and Term of Office.* The officers of the corporation shall be elected annually by the Board of Directors at its first regular meeting held after the annual meeting of stockholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a director in the case of the Chairman.

SECTION 6.03 *Removal and Resignation.* Any officer or agent elected or appointed by the Board of Directors may be removed without cause by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.04 *Vacancies.* Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 6.05 *Salaries.* The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors or pursuant to its direction; and no officer shall be prevented from receiving such salary by reason of his also being a director.

SECTION 6.06 *Chairman of the Board.* The Chairman of the Board, if one is elected, shall preside at all meetings of the Board of Directors or of the stockholders of the corporation. The Chairman shall formulate and submit to the Board of Directors or the Executive Committee matters of general policy for the corporation and shall perform such other duties as usually appertain to the office or as may be prescribed by the Board of Directors or the Executive Committee.

SECTION 6.07 *President.* The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control the business and affairs of the corporation. In the absence of the Chairman of the Board (if one is elected), the President shall preside at all meetings of the Board of Directors and of the stockholders. He may also preside at any such meeting attended by the Chairman if he is so designated by the Chairman. He shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the Board of Directors. The President shall keep the Board of Directors and the Executive Committee fully informed and shall consult them concerning the business of the corporation. He may sign with the Secretary or any other officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts, or other instruments that the Board of Directors has authorized to be executed, except in cases

where the signing and execution thereof has been expressly delegated by these bylaws or by the Board of Directors to some other officer or agent of the corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the corporation to vote, all shares of stock of any other corporation standing in the name of the corporation and in general he shall perform all other duties normally incident to the office of President and such other duties as may be prescribed by the stockholders, the Board of Directors, or the Executive Committee from time to time.

SECTION 6.08 *Vice Presidents.* In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President (or in the event there shall be no Vice President designated Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the corporation. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President, the Board of Directors or the Executive Committee.

SECTION 6.09 *Secretary.* The Secretary shall (a) keep the minutes of the meetings of the stockholders, the Board of Directors and committees of directors; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the corporate records and of the seal of the corporation, and see that the seal of the corporation or a facsimile thereof is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; (d) keep or cause to be kept a register of the post office address of each stockholder which shall be furnished by such stockholder; (e) sign with the President, or an Executive Vice President or Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee.

SECTION 6.10 *Treasurer.* If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 7.03 of these bylaws; (c) prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, at each annual meeting of the stockholders, and at such other times as may be required by the Board of Directors, the President or the Executive Committee, a statement of financial condition of the corporation in such detail as may be required; and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee.

SECTION 6.11 *Assistant Secretary and Treasurer.* The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President, the Board of Directors, or the

Executive Committee. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The Assistant Secretaries may sign, with the President or a Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 7.01 *Contracts.* Subject to the provisions of Section 6.01, the Board of Directors may authorize any officer, officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 7.02 *Checks.* All checks, demands, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers or such agent or agents of the corporation, and in such manner, as shall be determined by the Board of Directors.

SECTION 7.03 *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 VIII

CERTIFICATES OF STOCK

SECTION 8.01 *Issuance*. Each stockholder of this corporation shall be entitled to a certificate or certificates showing the number of shares of capital stock registered in his name on the books of the corporation. The certificates shall be in such form as may be determined by the Board of Directors, shall be issued in numerical order and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. If any certificate is countersigned (1) by a transfer agent other than the corporation or any employee of the corporation, or (2) by a registrar other than the corporation or any employee of the corporation, any other signature on the certificate may be a facsimile. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences, and relative participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class of stock; provided that, except as otherwise provided by statute, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish to each stockholder who so requests the

designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preferences and rights. 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, except that in the case of a lost, stolen, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and with such indemnity, if any, to the corporation as the Board of Directors may prescribe. Certificates shall not be issued representing fractional shares of stock.

SECTION 8.02 *Lost Certificates*. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require (1) the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require, (2) such owner to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate or certificates alleged to have been lost, stolen, or destroyed, or (3) both.

SECTION 8.03 *Transfers.* Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books. Transfers of shares shall be made only on the books of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney and filed with the Secretary of the corporation or the Transfer Agent.

SECTION 8.04 *Registered Stockholders*. The corporation shall be entitled to treat the holder of record of any share or shares of the corporation's capital stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE IX

DIVIDENDS

SECTION 9.01 *Declaration.* Dividends with respect to the shares of the corporation's capital stock, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to applicable law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

SECTION 9.02 *Reserve.* Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to

meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 *Third Party Actions.* The corporation shall indemnify any director or officer of the corporation, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 10.02 *Actions by or in the Right of the Corporation.* The corporation shall indemnify any director or officer and may indemnify any other person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery 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 as the Court of Chancery or such other court shall deem proper.

SECTION 10.03 *Mandatory Indemnification.* 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 Sections 10.01 and 10.02, 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 10.04 *Determination of Conduct.* The determination that a director, officer, employee, or agent has met the applicable standard of conduct set forth in Sections 10.01 and 10.02 (unless indemnification is ordered by a court) 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 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.

SECTION 10.05 *Payment of Expenses in Advance.* Expenses incurred in defending a civil or criminal action, suit, or proceeding shall 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, officer, employee, or agent 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 Article X.

SECTION 10.06 *Indemnity Not Exclusive.* The indemnification and advancement of expenses provided or granted hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any other 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.

SECTION 10.07 *Definitions.* For purposes of this Article X:

(a) "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such 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 this Article X with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued;

(b) "other enterprises" shall include employee benefit plans;

(c) "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan;

(d) "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation that 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

(e) 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 X.

SECTION 10.08 *Continuation of Indemnity.* The indemnification and advancement of expenses provided or granted hereunder shall, unless otherwise provided when authorized or ratified, 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.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01 *Seal.* The corporate seal, if one is authorized by the Board of Directors, shall have inscribed thereon the name of the corporation, and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 11.02 *Books.* The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at the offices of the corporation, or at such other place or places as may be designated from time to time by the Board of Directors.

ARTICLE XII

AMENDMENT

These bylaws may be altered, amended, or repealed by a majority of the number of directors then constituting the Board of Directors at any regular meeting of the Board of Directors without prior notice, or at any special meeting of the Board of Directors if notice of such alteration, amendment, or repeal be contained in the notice of such special meeting.

Exhibit 3.21

ARTICLES OF INCORPORATION
OF
HOLLAND MOTOR EXPRESS, INC.

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a corporation for profit under the provisions of Act No. 327 of the Public Acts of 1931, known as the Michigan General Corporation Act, as follows:

ARTICLE I

The name of this corporation is HOLLAND MOTOR EXPRESS, INC.

ARTICLE II

The purpose or purposes of this corporation are as follows:

Engaging in and carrying on the business of trucking, draying, moving, of goods, wares, merchandise, household goods, and other commodities, mail, express, and such other business as may be connected therewith or incidental thereto; (In general to carry on any business in connection therewith, and incident thereto not forbidden by the laws of the State of Michigan and with all the powers conferred upon corporations by the laws of the State of Michigan).

ARTICLE III

Location of the corporation is Holland, in the County of Ottawa, State of Michigan.

Post Office address of registered office in Michigan is Holland, Michigan.

ARTICLE IV

The total authorized capital stock is: (1) Preferred: no shares; Par Value $ per share; Common 2000 shares; Par Value $10.00 per share; and/or shares of (2) Preferred no par value; Book Value $ per share; Common no par value; Price Fixed for Sale $ per share.

(3) The following is a description of each class of stock of the corporation with the voting powers, preferences and rights and qualifications, limitations or restrictions thereof;

All stock of one class, with no preferences, qualifications, limitations or restrictions.

The amount of paid in capital with which this corporation will begin business is $12,000.00. (This must not be lower than $1,000.00)

ARTICLE V

The names and places of residence or business of each of the incorporators and the number and class of shares subscribed for by each are as follows:

Names	Residence or Business Address	Number of Shares Common
John Cooper	230 W. 18th St., Holland, Michigan	400
Katherine Cooper	230 W. 18th St., Holland, Michigan	400
Charles Lautenbach	111 E. 18th St., Holland, Michigan	400

ARTICLE VI

The names and addresses of the First Board of Directors are as follows:

Names	Address
John Cooper	230 W. 18th St., Holland, Michigan
Katherine Cooper	230 W. 18th St., Holland, Michigan
Charles Lautenbach	111 E. 18th St., Holland, Michigan

ARTICLE VII

The term of this corporation is fixed at thirty years.

IN WITNESS WHEREOF the incorporators have signed these Articles of Incorporation this 26th day of May, 1933.

/s/ John Cooper

/s/ Katherine Cooper

/s/ Charles Lautenbach

STATE OF MICHIGAN }
} ss.
COUNTY OF OTTAWA }

On this 26th day of May A.D., 1933 before me, a U.S. Commissioner, personally appeared John Cooper, Katherine Cooper and Charles Lautenbach, known to me to be the persons named in, and who executed the foregoing instrument, and severally acknowledged that they executed the same freely and for the intents and purposes therein mentioned.

[unreadable]
U.S. Commissioner,
Western District of Michigan.

APPOINTMENT OF RESIDENT AGENT
OF THE

HOLLAND MOTOR EXPRESS, INC.

P. O. Address: Holland, Michigan.

At a meeting of the Incorporators or Directors of the Holland Motor Express, Inc., duly called and held at the office of the company on the 26th day of May, 1933, the following resolution was adopted:

RESOLVED, That John Cooper be and is hereby appointed the agent for this Company in charge of the registered office located at 5th Street and Central Ave., in the City of Holland, State of Michigan.

HOLLAND MOTOR EXPRESS, INC.

By /s/ John Cooper
John Cooper, President

/s/ Katherine Cooper
Katherine Cooper,
Secretary or Assistant Secretary

STATE OF MICHIGAN
ss.
COUNTY OF OTTAWA

On this 26th day of May, 1933, before me, a U.S. Commissioner, personally appeared John Cooper, President of the Holland Motor Express, Inc., known to me to be the person named in, and who executed the foregoing instrument, and acknowledged that he executed the same freely and for the intents and purposes therein mentioned.

[unreadable]
U.S. Commissioner,
Western District of Michigan.

CERTIFICATE OF INCREASE OF CAPITAL STOCK
OF THE

HOLLAND MOTOR EXPRESS, INC.

REGISTERED OFFICE: 1 West Fifth Street, Holland, Michigan

We, the undersigned, being the President or Vice-President and Assistant Secretary of HOLLAND MOTOR EXPRESS, INC., a corporation existing under the provisions of Act 327, Public Acts of 1931, as amended, do hereby certify, in accordance with the requirements of the said Act:

That at a meeting of the stockholders of the said corporation held on the 22nd day of August, 1951, it was resolved, by a majority vote of the capital stock of said corporation, that the authorized capital stock be increased from $20,000.00 dollars represented by 2,000 shares of par value of $10.00 dollars each, and/or shares of no par value stock, to $80,000.00 dollars, represented by 8,000 shares of par value of $10.00 dollars each and/or shares of no par value stock, and that the Articles of Incorporation relating to capital stock be and the same are amended to read as follows:

(1) {Preferred 6,000 shares Par Value $10.00 } } per share
{Common 2,000 shares Par Value $10.00 }

and/or

Shares of (2) {Preferred } no par value {Common } [Book Value $ } { } per share {Price Fixed for Sale $ } [Book Value $ } { } per share {Price Fixed for Sale $ }

(3) (If the shares are to be divided into classes or kinds the designation of the different classes, the number and par value, if any, of the shares of each class, a statement of the relative rights, voting powers, preferences and restrictions of each class, and if the shares of any class are to be issued in series, description of the several series and a statement of the relative rights, provisions and restrictions of each series.)

Indicate here: The preferred stock; 1 is entitled to a preference of five per cent non-cumulative, in dividends declared in any fiscal years before any dividends are paid upon the common stock of this company. 2 is subject to redemption at the option of the company at any time after 5 years from the 1st day of September 1951 upon payment of ten dollars and fifty cents per share and accumulated dividends. 3 is not entitled to vote at stockholders' meetings of the company, nor to participate in profits beyond its fixed, preferential annual dividend of five per cent.

IN WITNESS WHEREOF, we hereunto sign our names this 22nd day of August, 1951.

HOLLAND MOTOR EXPRESS, INC.

/s/ John Cooper
President or Vice-President

/s/ Harry [unreadable]
Assistant Secretary

STATE OF MICHIGAN }
} ss.
COUNTY OF OTTAWA }

On this 22nd day of August, 1951, before me a Notary Public in and for said County, personally appeared John Cooper of the HOLLAND MOTOR EXPRESS, INC., known to me to be the person named in, and who executed the foregoing instrument, and acknowledged that he executed the same freely and for the intents and purposes therein mentioned.

[unreadable]
(Signature of Notary)

Notary Public for Ottawa County,
State of Michigan.

My Commission expires: 5/14/1955
(Notarial seal required if acknowledgment taken out of State

CERTIFICATE GIVING ACQUIRED ISSUED SHARES
STATUS OF
AUTHORIZED AND UNISSUED SHARES

Holland Motor Express, Inc., a Michigan corporation, whose registered office is located at 1 W. 5th Street, Holland, Ottawa County, Michigan, certifies pursuant to the provisions of Section 43b of Act No. 327 of the Public Acts of 1931, as amended, by resolution of the board of directors of said corporation on the 10th day of February, 1958, it was resolved that 869 Common shares and 3,390 Preferred shares are hereby given the status of authorized and unissued shares.

Signed on February 10, 1958.

HOLLAND MOTOR EXPRESS, INC.

(Corporate Seal if any)

By /s/ Charles Cooper
President

ATTEST:

/s/ Robert Cooper
(Secretary or Assistant Secretary)

STATE OF MICHIGAN }
} ss.
COUNTY OF OTTAWA }

On this 10th day of February, 1958, before me appeared Charles Cooper, of the Holland Motor Express, Inc., which executed the foregoing instrument, to me personally known, who, being by me duly sworn, did say that he is the president of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

/s/ J. M. Van Alsburg
[Signature of Notary]

(Notarial seal required if acknowledgment taken out of state)

CERTIFIED RESOLUTION OF CHANGE OF RESIDENT AGENT

I, Robert Cooper, Secretary, of Holland Motor Express, Inc., do hereby certify that the following is a true and correct copy of the resolution adopted by the board of directors of said corporation at a meeting called and held on the 21st day of January, 1960.

“Resolved that Charles Cooper is appointed the resident agent of this corporation in charge of its registered office located at 1 West Fifth Street, Holland, Ottawa County, Michigan, and that all prior appointments of other resident agents for such purpose are hereby revoked.”

Signed on January 21, 1960.

/s/ Robert Cooper

Robert Cooper
Secretary

CERTIFICATE OF EXTENSION OF CORPORATE TERM

Holland Motor Express, Inc., a Michigan corporation, whose registered office is located at 1 West 5th Street, Holland, Ottawa County, Michigan, certifies pursuant to the provisions of Section 60 of Act 327, Public Acts of 1931, as amended, that at a meeting of the shareholders of the said corporation called for the purpose of extending its corporate term and held on the 18th day of January, 1962, it was resolved, by the vote of at least 2/3 of the capital stock that the corporate existence is to be extended for a further term of 30 years from July 28, 1963.

HOLLAND MOTOR EXPRESS, INC.

By /s/ Charles Cooper
President

/s/ Robert Cooper
(Secretary)

Signed on May 16, 1962

CERTIFICATE OF CHANGE OF REGISTERED OFFICE

The undersigned corporation, in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, does here certify as follows:

1. The name of the corporation if Holland Motor Express, Inc.

2. The address of its former registered office is: (See instructions on reverse side) 1 West 5th Street, Holland, Michigan 49423.

The mailing address of its former registered office is: (Need not be completed unless different from the above address).

, Michigan

(No. and Street or P.O. Box) (Town or City) (Zip Code)

3. (The following is to be completed if the address of the registered office is changed.)

The address of the registered office is changed to: 750 East 40th Street, Holland, Michigan 49423.

The mailing address of the registered officer is changed to: (Need not be completed unless different from the above address).

, Michigan

(No. and Street or P.O. Box) (Town or City) (Zip Code)

4. The name of the resident agent is Charles Cooper.

5. (The following is to be completed if the resident agent is changed.)

The name of the successor resident agent is .

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors.

Signed this 20th day of April, 1973.

HOLLAND MOTOR EXPRESS, INC.

By /s/ Charles Cooper

(Signature of President, Vice-President, Chairman or Vice-Chairman

Charles Cooper President

(Type or Print Name and Title)

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

For use by Domestic and Foreign Corporations

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is: HOLLAND MOTOR EXPRESS, INC.

2. The corporation identification number (CID) assigned by the Bureau is: 040-926.

3. a. The address of the registered office as currently on file with the Bureau is:

   750 E. 40TH St., Holland, Michigan 49423

   b. The mailing address of the registered office if different than above is:

   _____ , Michigan _____
   (P.O. Box) (City) (Zip Code)

   c. The name of the resident agent as currently on file with the Bureau is: Charles Cooper.

4. (Complete if the address of the registered office is changed) The address of the registered office is changed to:

   222 West Genessee St., Lansing, Michigan 48933.

   The mailing address of the registered office if different than above is:

   _____ , Michigan _____
   (P.O. Box) (City) (Zip Code)

5. (Complete if the resident agent is changed) The name of the successor resident agent is:

   UNITED STATES CORPORATION COMPANY

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The above changes were authorized by resolution duly adopted by its board of directors or trustees.

Signed this 21st day of May, 1984

By /s/ Lawrence Den Uyl
(Signature)

Lawrence Den Uyl, Secretary
(Type or Print Name and Title)

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

For use by Domestic and Foreign Corporations

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the Corporation is: HOLLAND MOTOR EXPRESS, INC.

2. The corporation identification number (CID) assigned by the Bureau is: 040-926

3. a. The address of the registered office as currently on file with the Bureau is:
   222 West Genesee Street, Lansing, Michigan 48933.
   b. The mailing address of the registered office if different than above is:

   ---

   c. The name of the resident agent as currently on file with the Bureau is: UNITED STATES CORPORATION COMPANY

4. (Complete if the address of the registered office is changed)
   The address of the registered office is changed to:
   c/o The Prentice-Hall Corporation System, Inc. Michigan National Tower, Lansing, Michigan 48933
   The mailing address of the registered office if different than above is:

   ---

5. (Complete if the resident agent is changed)
   The name of the successor resident agent is:
   THE PRENTICE-HALL CORPORATION SYSTEM, INC.

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The above changes were authorized by resolution duly adopted by its board of directors or trustees.

Signed this 16th day of December, 1985

By: /s/ Lawrence Den Uyl
Lawrence Den Uyl, Secretary/Treasurer

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For Use by Domestic Corporations

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is: Holland Motor Express, Inc.
2. The corporation identification number (CID) assigned by the Bureau is: 040-926
3. The location of its registered office is:

   Michigan National Tower, Lansing, Michigan 48933
4. Article I of the Articles of Incorporation is hereby amended to read as follows:

   The name of the Corporation is TNT Holland Motor Express, Inc.
5. The foregoing amendment to the Articles of Incorporation was duly adopted on the 17th day of February, 1987 in accordance with the provisions of the Act

This Amendment (Complete and execute a or b below, but not both.)

a. ☐ Was duly adopted by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this day of , 19 .

(Signatures of all incorporators; type or print name under each signature)

b. (Check one of the following)

☐ was duly adopted by the shareholders or members, or by the directors if it is a nonprofit corporation organized on a nonstock directorship basis, in accordance with Section 611(2) of the Act. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ was duly adopted by written consent of all the shareholders or members entitled to vote in accordance with Section 407 (3) of the Act.

Signed this 11th day of March, 1987

By /s/ Michael J. Gorno
Michael J. Gorno, President

CERTIFICATE OF MERGER/CONSOLIDATION
For use by Domestic or Foreign Corporations

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), and/or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its identification number (CID) is:

Grand Rapids Cooper Terminal, Inc.	1 2 1 — 6 3 6
TNT Holland Motor Express, Inc.	0 4 0 — 9 2 6

b. The name of the surviving (new) corporation and its corporation identification number (CID) is:

TNT Holland Motor Express, Inc.	0 4 0 — 9 2 6

c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Grand Rapids Cooper Terminal, Inc.	1,000 common shares	one class of common shares	N.A.
TNT Holland Motor Express, Inc.	1,131 common shares in the class of common shares 2,610 preferred shares in the class of preferred shares	class of common shares	N.A.

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows: N.A.

d. For each constituent nonstock corporation

(i) if it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.

N.A.

(ii) if it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.

N.A.

e. The terms and conditions of the proposed merger (consolidation), including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving (consolidated) corporation, or into cash or other consideration, are as follows:

See attached Annex A

f. If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

N.A. (see also attached Annex A)

g. Other provisions with respect to the merger (consolidation) are as follows:

See attached Annex A

4. (Complete applicable section for each constituent corporation)

a. (For domestic profit corporations only)

The plan of merger (consolidation) was approved by the unanimous consent of the incorporators of , which has not commenced business, has not issued any shares, and has not elected a Board of Directors. (Incorporators must sign on this page of the Certificate.)

b. (For profit corporations involved in a merger only)

The plan of merger was approved by the Board of Directors of , the surviving corporation, without the approval of the shareholders of that corporation in accordance with Section 704 of the Act.

c. (For profit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors of the following constituent corporations:

Grand Rapids Cooper Terminal, Inc.
TNT Holland Motor Express, Inc.

and was approved by the shareholders of those corporations in accordance with Sections 701 to 704, or pursuant to Section 407 by written consent and written notice, if required by that section.

d. (For nonprofit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors

(i) (Complete if organized upon a stock or membership basis) of and was approved by the shareholders or members of that corporation in accordance with Sections 701 and 703(1) and (2), or pursuant to Section 407 by written consent and written notice, if required.

(ii) (Complete if organized upon a directorship basis) of in accordance with Section 703(3).

Sign this area for items 4(b), 4(c), or 4(d).

Signed this 6th day of October, 1989

GRAND RAPIDS COOPER TERMINAL, INC.
(Name of Corporation)

By /s/ Michael J. Gorno
(Signature)

Michael J. Gorno, President
(Type or Print Name and Title)

Signed this 6th day of October, 1989

TNT HOLLAND MOTOR EXPRESS, INC.
(Name of Corporation)

By /s/ Michael J. Gorno
(Signature)

Michael J. Gorno, President
(Type or Print Name and Title)

PLAN OF MERGER
OF
GRAND RAPIDS COOPER TERMINAL, INC.
INTO
TNT HOLLAND MOTOR EXPRESS, INC.

This Plan of Merger ("Plan of Merger") is made and entered into this 6th day of October, 1989 by and between GRAND RAPIDS COOPER TERMINAL, INC., a business corporation of the State of Michigan ("Grand Rapids") and TNT HOLLAND MOTOR EXPRESS, INC., a business corporation of the State of Michigan ("Holland") as follows:

ARTICLE 1. RECITAL

1.1 Grand Rapids is a business corporation duly organized and existing under the laws of the State of Michigan.

1.2 Holland is a business corporation duly organized and existing under the laws of the State of Michigan.

1.3 Grand Rapids and Holland are affiliates, being subsidiaries of the same immediate parent, Alltrans Michigan Corporation, a business corporation of the State of Michigan ("Alltrans").

1.4 On the date of this Plan of Merger Grand Rapids' authorized capital stock consists of 50,000 shares all of which are of one class of voting common stock of **[ILLEGIBLE]** par value per share, of which 1,000 common shares entitled to vote are issued and outstanding ("Grand Rapids Stock Outstanding").

1.5 On the date of this Plan of Merger Holland's authorized capital stock consists of two classes of stock, namely, 2,000 voting common shares, of $10 par value per share, and 6,000 of non-voting preferred shares of $10 par value per share. On the date of this Plan of Merger 1,131 common shares, all of which are entitled to vote, and 2,610 preferred shares none of which is entitled to vote, are outstanding ("Holland Stock Outstanding").

1.6 The respective Boards of Directors of Grand Rapids and Holland, and Alltrans as sole stockholder of Grand Rapids and Holland, respectively, have determined that it is advisable and deemed to be in the best interests of Grand Rapids and Holland, respectively, that Grand Rapids merge into Holland upon the terms and conditions herein provided.

1.7 Grand Rapids and Holland and their sole stockholder intend that the merger contemplated hereby quality as a tax-free reorganization within the meaning of Section 368(a)(i) of the Internal Revenue Code of 1986, as amended.

1.8 The respective Boards of Directors of Grand Rapids and Holland have approved this Plan of Merger and have directed that the same be submitted to the vote of Alltrans, their sole stockholder.

ARTICLE 2. CONSIDERATION

The consideration herein consists of the premises and of the mutual agreements and covenants set forth herein.

ARTICLE 3. MERGER

3.1 The corporate existence of Holland with all its purposes, powers and objectives shall continue unaffected and unimpaired by the merger, and the separate corporate existence of Grand Rapids (sometimes referred to herein as the "Merging Corporation") shall be merged into Holland ("sometimes referred to herein as the "Surviving Corporation").

3.2 The terms and conditions of the merger shall be as follows.

3.2.1 As of the effective time of the merger as hereinafter defined ("Effective Time") the Certificate of Incorporation of Holland shall be the Certificate of Incorporation of the Surviving Corporation until changed as provided by law.

3.2.2 As of the Effective Time the By-Laws of Holland shall be the By-Laws of the Surviving Corporation until altered, amended or repealed as provided by applicable laws and the By-Laws of the Surviving Corporation.

3.2.3 As of the Effective Time the directors of Holland shall be the directors of the Surviving Corporation until their successors are elected or appointed

according to applicable laws and the By-Laws of the Surviving Corporation.

3.2.4 As of the Effective Time the officers of Holland shall be the officers of the Surviving Corporation until their successors are appointed according to applicable laws and the By-Laws of the Surviving Corporation.

3.2.5 The separate existence of the Merging Corporation shall cease as of the Effective Time, except as the same may be continued by law or in order to carry out the purposes of this Plan of Merger, and except as continued in and merged into the Surviving Corporation. The Surviving Corporation shall have and possess all of the rights, privileges, powers, immunities and franchises and all property of the Merging Corporation, and shall be responsible and liable for all the liabilities, obligations, penalties, debts, duties, contracts, liabilities and obligations of the Merging Corporation, and any claim existing or action or proceeding, civil or criminal, pending by or against the Merging Corporation may be prosecuted as if the merger herein had not taken place, or the Surviving Corporation had been substituted for the Merging Corporation. Any judgment rendered against the Merging Corporation may be enforced against the Surviving Corporation. Neither the rights of creditors nor any liens

upon the property of the Merging Corporation shall be impaired by the merger provided for herein.

ARTICLE 4. CONVERSION OF SHARES OF GRAND RAPIDS STOCK OUTSTANDING

The manner and basis of converting the shares of the corporations participating in the merger shall be that each share of the Grand Rapids Stock Outstanding immediately prior to the Effective Time shall be cancelled, and each share of Holland Stock Outstanding immediately prior to the Effective Time shall remain outstanding.

ARTICLE 5. STOCK CERTIFICATES

At and after the Effective Time, without any action on behalf of the holder of the Grand Rapids Stock Outstanding, each share thereof issued and outstanding immediately prior to the Effective Time shall be cancelled and each share of the Holland Stock Outstanding immediately prior to the Effective Time shall remain outstanding.

ARTICLE 6. EFFECTIVE TIME OF PLAN OF MERGER

As soon as practicable after the sole stockholder of Grand Rapids and Holland, respectively, approves this Plan of Merger, the same shall be certified by the appropriate officers of Grand Rapids and Holland, respectively, and shall be filed with the Secretary of State of Michigan in accordance with the applicable Sections 701 through 704 the Business Corporation Act of the State of Michigan as

amended (M.C.L.A. Sections 460 1701 through 460 1704, as amended). The Plan of Merger shall be effective upon filing thereof as part of the Certificate of Merger with the Secretary of State of the State of Michigan. The date and time when the Plan of Merger becomes effective are herein referred to as "Effective Time".

ARTICLE 7. AUTHORIZATION OF BOARD OF DIRECTORS AND OF OFFICERS

The Board of Directors and the proper officers of the Merging Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient in accordance with the laws of the State of Michigan to carry out or put into effect the provisions of this Plan of Merger or of the merger herein provided for.

IN WITNESS WHEREOF, the Plan of Merger, having first been approved by resolution of the Board of Directors of Grand Rapids and Holland, is hereby executed on behalf of Grand Rapids and Holland by their respective officers thereto duly authorized, on the date first above written.

GRAND RAPIDS COOPER TERMINAL, INC.

By: /s/ Michael J. Gorno
Michael J. Gorno, President

TNT HOLLAND MOTOR EXPRESS, INC.

By: /s/ Michael J. Gorno
Michael J. Gorno, President

CERTIFICATE OF MERGER/CONSOLIDATION
For use by Domestic or Foreign Corporations

Pursuant to the provisions of Act 284, Public Acts 1972, as amended (profit corporations), and/or Act 162. Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its corporation identification number (CID) is: N.A.

Fort Wayne Cooper Terminals, Inc.	—
TNT Holland Motor Express, Inc.	0 4 0 — 9 2 6

b. The name of the surviving (new) corporation and its corporation identification number (CID) is:

TNT Holland Motor Express, Inc.	0 4 0 — 9 2 6

c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Fort Wayne Cooper Terminals , Inc.	1,000 common shares	class of common shares	N.A.
TNT Holland Motor Express, Inc.	1,131 common shares in the class of common shares	class of common shares	N.A.
	2,610 preferred shares in the class of preferred shares		

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

d. For each constituent nonstock corporation

(i) if it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.

N.A.

(ii) if it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.

N.A.

e. The terms and conditions of the proposed merger (consolidation), including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving (consolidated) corporation, or into cash or other consideration, are as follows:

See attached Annex A

f. If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

N.A. (see also attached Annex A)

g. Other provisions with respect to the merger (consolidation) are as follows:

See attached Annex A

2. (Complete for any foreign corporation only)

This merger (consolidation) is permitted by the laws of the state of Indiana.
the jurisdiction under which Fort Wayne Cooper Terminals, Inc.
is organized and the plan of merger (consolidation) was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

3. (Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office).

The merger (consolidation) shall be effective on the day of , 19__

4. (Complete applicable section for each constituent corporation)

a. (For domestic profit corporations only)

The plan of merger (consolidation) was approved by the unanimous consent of the incorporators of , which has not commenced business, has not issued any shares, and has not elected a Board of Directors. (Incorporators must sign on this page of the Certificate.)

b. (For profit corporations involved in a merger only)

The plan of merger was approved by the Board of Directors of , the surviving corporation, without the approval of the shareholders of that corporation in accordance with Section 704 of the Act.

c. (For profit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors of the following constituent corporations:

Fort Wayne Cooper Terminals, Inc.
TNT Holland Motor Express, Inc.

and was approved by the shareholders of those corporations in accordance with Sections 701 to 704, or pursuant to Section 407 by written consent and written notice, if required by that section.

d. (For nonprofit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors

(i) (Complete if organized upon a stock or membership basis) of and was approved by the shareholders or members of that corporation in accordance with Sections 701 and 703(1) and (2), or pursuant to Section 407 by written consent and written notice, if required.

(ii) (Complete if organized upon a directorship basis) of in accordance with Section 703(3).

Signed this day of , 19 .

Sign this area for items 4(b), 4(c), or 4(d).

Signed this 6th day of October, 1989

FORT WAYNE COOPER TERMINALS, INC.
(Name of Corporation)

By /s/ Michael J. Gorno
(Signature)

Michael J. Gorno, President
(Type or Print Name and Title)

Signed this 6th day of October, 1989

TNT HOLLAND MOTOR EXPRESS, INC.
(Name of Corporation)

By /s/ Michael J. Gorno
(Signature)

Michael J. Gorno, President
(Type or Print Name and Title)

JOINT AGREEMENT AND PLAN OF MERGER
OF
FORT WAYNE COOPER TERMINALS, INC.
INTO
TNT HOLLAND MOTOR EXPRESS, INC.

This Joint Agreement and Plan of Merger ("Plan of Merger") is made and entered into this 6th day of October, 1989 by and between FORT WAYNE COOPER TERMINALS, INC., a business corporation of the State of Indiana ("Fort Wayne") and TNT HOLLAND MOTOR EXPRESS, INC., a business corporation of the State of Michigan ("Holland") as follows:

ARTICLE 1. RECITALS

1.1 Fort Wayne is a business corporation duly organized and existing under the laws of the State of Indiana.

1.2 Holland is a business corporation duly organized and existing under the laws of the State of Michigan.

1.3 Fort Wayne and Holland are affiliates, being subsidiaries of the same immediate parent, Alltrans Michigan Corporation, a business corporation of the State of Michigan ("Alltrans").

1.4 On the date of this Plan of Merger Fort Wayne's authorized capital stock consists of 1,000 shares without par value per share, all of which are of one class of voting common stock, of which 1,000 common shares entitled to vote are issued and outstanding ("Fort Wayne Stock Outstanding").

ANNEX A

1.5 On the date of this Plan of Merger Holland's authorized capital stock consists of two classes of stock, namely 2,000 voting common shares of $10 par value per share, and 6,000 of non-voting preferred shares of $10 par value per share. On the date of this Plan of Merger 1,131 common shares, all of which are entitled to vote, and 2,610 preferred shares none of which is entitled to vote, are outstanding ("Holland Stock Outstanding").

1.6 The Boards of Directors of Fort Wayne and Holland, and Alltrans as sole stockholder of Fort Wayne and Holland, respectively, have determined that it is advisable and deemed to be in the best interests of Fort Wayne and Holland, that Fort Wayne merge into Holland upon the terms and conditions herein provided.

1.7 Fort Wayne and Holland and their sole stockholder intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(i) of the Internal Revenue Code of 1986, as amended.

1.8 The respective Boards of Directors of Fort Wayne and Holland have approved this Plan of Merger and have directed that the same be submitted to the vote of Alltrans, their sole stockholder.

ARTICLE 2. CONSIDERATION

The consideration herein consists of the premises and of the mutual agreements and covenants set forth herein.

ARTICLE 3. MERGER

3.1 The corporate existence of Holland with all its purpose, powers and objectives shall continue unaffected and unimpaired by the merger, and the separate corporate existence of Fort Wayne (sometimes referred to herein as the “Merging Corporation”) shall be merged into Holland (“sometimes referred to herein as the “Surviving Corporation”).

3.2 The terms and conditions of the merger shall be as follows.

3.2.1 As of the effective time of the merger as hereinafter defined (“Effective Time”) the Certificate of Incorporation of Holland shall be the Certificate of Incorporation of the Surviving Corporation until changed as provided by law.

3.2.2 As of the Effective Time the By-Laws of Holland shall be the By-Laws of the Surviving Corporation until altered, amended or repealed as provided by applicable laws and By-Laws of the Surviving Corporation.

3.2.3 As of the Effective Time the directors of Holland shall be the directors of the Surviving Corporation until their successors are elected or appointed according to applicable laws and the By-Laws of the Surviving Corporation.

3.2.4 As of the Effective Time the officers of Holland shall be the officers of the Surviving

Corporation until their successors are elected or appointed according to applicable laws and the By-Laws of the Surviving Corporation.

3.2.5 The separate existence of the Merging Corporation shall cease as of the Effective Time, except as the same may be continued by law or in order to carry out the purposes of this Plan of Merger, and except as continued in and merged into the Surviving Corporation. The Surviving Corporation shall have and possess all of the rights, privileges, powers, immunities and franchises and all property of the Merging Corporation, and shall be responsible and liable for all the liabilities, obligations, penalties, debts, duties, contracts, liabilities and obligations of the Merging Corporation; and any claim existing or action or proceeding, civil or criminal, pending by or against the Merging Corporation may be prosecuted as if the merger herein had not taken place, or the Surviving Corporation had been substituted for the Merging Corporation. Any judgment rendered against the Merging Corporation may be enforced against the Surviving Corporation. Neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger provided for herein.

ARTICLE 4. CONVERSION OF SHARES OF FORT WAYNE STOCK OUTSTANDING

The manner and basis of converting the shares of the corporations participating in the merger shall be that each share of the Fort Wayne Stock Outstanding immediately prior to the Effective Time shall be cancelled, and each share of Holland Stock Outstanding immediately prior to the Effective Time shall remain outstanding.

ARTICLE 5. STOCK CERTIFICATES

At and after the Effective Time, without any action on behalf of the holder of the Fort Wayne Stock Outstanding, each share thereof issued and outstanding immediately prior to the Effective Time shall be cancelled and each share of the Holland Stock Outstanding immediately prior to the Effective Time shall remain outstanding.

ARTICLE 6. EFFECTIVE TIME OF PLAN OF MERGER

As soon as practicable after the sole stockholder of Fort Wayne and Holland, respectively, approves this Plan of Merger, the same shall be certified by the appropriate officers of Fort Wayne and Holland, respectively, and shall be filed with the Secretary of State of Michigan in accordance with the applicable Sections 701 through 704 of the Business Corporation Act of the State of Michigan as amended (M.C.L.A. Sections 450.1701 through 450.1704, as amended) and concurrently with the filing in the State of Michigan the Surviving Corporation shall deliver to the

Secretary of State of the State of Indiana for filing Articles of Merger in accordance with the Indiana Business Corporation Law, IC Section 23-1-40-1 et. seq. and particularly Section 23-1-40-5 thereof. The Plan of Merger as part of the Certificate of Merger shall be effective in the State of Michigan and in the State of Indiana upon such filing respectively. The date and time when the Plan of Merger becomes effective are herein referred to as "Effective Time".

ARTICLE 7. AUTHORIZATION OF BOARD OF DIRECTORS AND OF OFFICERS

The Board of Directors and the proper officers of the Merging Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient pursuant to the laws of the State of Michigan and the State of Indiana, respectively, to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

IN WITNESS WHEREOF, the Plan of Merger, having first been approved by resolution of the Board of Directors of Fort Wayne and Holland, is hereby executed on behalf of

Fort Wayne and Holland by their respective officers thereto duly authorized, on the date first above written.

FORT WAYNE COOPER TERMINALS, INC.

By: /s/ Michael J. Gorno
Michael J. Gorno, President

TNT HOLLAND MOTOR EXPRESS, INC.

By: /s/ Michael J. Gorno
Michael J. Gorno, President

CERTIFICATE OF MERGER/CONSOLIDATION
For use by Domestic or Foreign Corporations

Pursuant to the provisions of Act 284, Public Acts 1972, as amended (profit corporations), and/or Act 162. Public Acts of 1982 (nonprofit corporations), the undersigned corporations execute the following Certificate:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent corporation and its corporation identification number (CID) is:

Alltrans Michigan Corporation	285—255
TNT Holland Motor Express, Inc.	040—926

b. The name of the surviving (new) corporation and its corporation identification number (CID) is:

TNT Holland Motor Express, Inc.	040—926

c. For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Alltrans Michigan Corporation	100 common shares in one class of common shares	class of common shares	N.A.
TNT Holland Motor Express, Inc.	1,131 common shares in the class of common shares	class of common shares	N.A.
	2,610 preferred shares in the class of preferred shares		

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

d. For each constituent nonstock corporation

(i) if it is organized on a membership basis, state (a) the name of the corporation, (b) a description of its members, and (c) the number, classification and voting rights of its members.

N.A.

(ii) if it is organized on a directorship basis, state (a) the name of the corporation, (b) a description of the organization of its board, and (c) the number, classification and voting rights of its directors.

N.A.

e. The terms and conditions of the proposed merger (consolidation), including the manner and basis of converting the shares of, or membership or other interests in, each constituent corporation into shares, bonds, or other securities of, or membership or other interest in, the surviving (consolidated) corporation, or into cash or other consideration, are as follows:

See attached Annex A

f. If a consolidation, the Articles of Incorporation of the consolidated corporation are attached to this Certificate and are incorporated herein. If a merger, the amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

N.A. (see also attached Annex A)

g. Other provisions with respect to the merger (consolidation) are as follows:

See attached Annex A

2. (Complete for any foreign corporation only)

This merger (consolidation) is permitted by the laws of the state of _____.
the jurisdiction under which _____
(name of foreign corporation)
is organized and the plan of merger (consolidation) was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

3. (Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office).

The merger (consolidation) shall be effective on the day of , 19__

4. (Complete applicable section for each constituent corporation)

a. (For domestic profit corporations only)

The plan of merger (consolidation) was approved by the unanimous consent of the incorporators of , which has not commenced business, has not issued any shares, and has not elected a Board of Directors. (Incorporators must sign on this page of the Certificate.)

b. (For profit corporations involved in a merger only)

The plan of merger was approved by the Board of Directors of , the surviving corporation, without the approval of the shareholders of that corporation in accordance with Section 704 of the Act.

c. (For profit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors of the following constituent corporations:

Alltrans Michigan Corporation
TNT Holland Motor Express, Inc.

and was approved by the shareholders of those corporations in accordance with Sections 701 to 704, or pursuant to Section 407 by written consent and written notice, if required by that section.

d. (For nonprofit corporations only)

The plan of merger or consolidation was adopted by the Board of Directors

(i) (Complete if organized upon a stock or membership basis) of and was approved by the shareholders or members of that corporation in accordance with Sections 701 and 703(1) and (2), or pursuant to Section 407 by written consent and written notice, if required.

(ii) (Complete if organized upon a directorship basis) of in accordance with Section 703(3).

Sign this area for items 4(b), 4(c), or 4(d).

Signed this 12th day of October, 1989

ALLTRANS MICHIGAN CORPORATION
(Name of Corporation)

By /s/ J.C. Carruth
(Signature)

J.C. Carruth, President
(Type or Print Name and Title)

Signed this 12th day of October, 1989.

TNT HOLLAND MOTOR EXPRESS, INC.
(Name of Corporation)

By /s/ Michael J. Gorno
(Signature)

Michael J. Gorno, President
(Type or Print Name and Title)

PLAN OF MERGER
OF
ALLTRANS MICHIGAN CORPORATION
INTO
TNT HOLLAND MOTOR EXPRESS, INC.

This Plan of Merger ("Plan of Merger") is made and entered into this 12th day of October, 1989 by and between ALLTRANS MICHIGAN CORPORATION, a business corporation of the State of Michigan ("Alltrans") and TNT HOLLAND MOTOR EXPRESS, INC., a business corporation of the State of Michigan ("Holland") as follows:

ARTICLE 1. RECITALS

1.1 Alltrans is a business corporation duly organized and existing under the laws of the State of Michigan.

1.2 Holland is a business corporation duly organized and existing under the laws of the State of Michigan.

1.3 Holland is a wholly owned subsidiary of Alltrans.

1.4 On the date of this Plan of Merger Alltrans authorized capital stock consists of 1,000 shares all of which are of one class of voting common stock of $0.01 par value per share, of which 100 common shares entitled to vote are issued and outstanding ("Alltrans Stock Outstanding").

1.5 On the date of this Plan of Merger Holland's authorized capital stock consists of two classes of stock.

ANNEX A

namely, 2,000 voting common shares, of $10 par value per share, and 6,000 of non-voting preferred shares of $10 par value per share. On the date of this Plan of Merger 1,131 common shares, all of which are entitled to vote, and 2,610 preferred shares none of which is entitled to vote, are outstanding ("Holland Stock Outstanding").

1.6 The respective Boards of Directors of Alltrans and Holland, and Alltrans as sole stockholder Holland, as well as TNT Transport Group Inc., a Delaware corporation ("Transport") which owns the Alltrans Stock Outstanding, have determined that it is advisable and deemed to be in the best interests of Alltrans and Holland, respectively, that Alltrans merge into Holland upon the terms and conditions herein provided.

1.7 Alltrans and Holland and their stockholders, respectively, intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(i) of the Internal Revenue Code of 1986, as amended.

1.8 The respective Boards of Directors of Alltrans and Holland have approved this Plan of Merger and have directed that the same be submitted to the vote of their respective stockholders.

ARTICLE 2. CONSIDERATION

The consideration herein consists of the premises and of the mutual agreements and covenants set forth herein.

ARTICLE 3. MERGER

3.1 The corporate existence of Holland with all its purposes, powers and objectives shall continue unaffected and unimpaired by the merger, and the separate corporate existence of Alltrans (sometimes referred to herein as the “Merging Corporation”) shall be merged into Holland (sometimes referred to herein as the “Surviving Corporation”).

3.2 The terms and conditions of the merger shall be as follows.

3.2.1 As of the effective time of the merger as hereinafter defined (“Effective Time”) the Certificate of Incorporation of Holland shall be the Certificates of Incorporation of the Surviving Corporation until changed as provided by law.

3.2.2 As of the Effective Time the By-Laws of Holland shall be the By-Laws of the Surviving Corporation until altered, amended or repealed as provided by applicable laws and the By-Laws of the Surviving Corporation.

3.2.3 As of the Effective Time the directors of Holland shall be the directors of the Surviving Corporation until their successors are elected or appointed according to applicable laws and the By-Laws of the Surviving Corporation.

3.2.4 As of the Effective Time the officers of Holland shall be the officers of the Surviving

Corporation until their successors are appointed according to applicable laws and the By-Laws of the Surviving Corporation.

3.2.5 The separate existence of the Merging Corporation shall cease as of the Effective Time, except as the same may be continued by law or in order to carry out the purposes of this Plan of Merger, and except as continued in and merged into the Surviving Corporation. The Surviving Corporation shall have and possess all of the rights, privileges, powers, immunities and franchises and all property of the Merging Corporation, and shall be responsible and liable for all the liabilities, obligations, penalties, debts, duties, contracts, liabilities and obligations of the Merging Corporation; and any claim existing or action or proceeding, civil or criminal, pending by or against the Merging Corporation may be prosecuted as if the merger herein had not taken place, or the Surviving Corporation had been substituted for the Merging Corporation. Any judgment rendered against the Merging Corporation may be enforced against the Surviving Corporation. Neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger provided for herein.

ARTICLE 4. CONVERSION OF SHARES OF ALLTRANS STOCK OUTSTANDING

The manner and basis of converting the shares of the corporations participating in the merger shall be that

each share of the Alltrans Stock Outstanding immediately prior to the Effective Time shall be cancelled, and each share of Holland Stock Outstanding immediately prior to the Effective Time shall remain outstanding.

ARTICLE 5. STOCK CERTIFICATES

At and after the Effective Time, without any action on behalf of the holder of the Alltrans Stock Outstanding, each share thereof issued and outstanding immediately prior to the Effective Time shall be cancelled and each share of the Holland Stock Outstanding immediately prior to the Effective Time shall remain outstanding.

ARTICLE 6. EFFECTIVE TIME OF PLAN OF MERGER

As soon as practicable after the stockholders of Alltrans and Holland, respectively, approve this Plan of Merger, the same shall be certified by the appropriate officers of Alltrans and Holland, respectively, and shall be filed with the Secretary of State of Michigan in accordance with the applicable Sections 701 through 704 of the Business Corporation Act of the State of Michigan as amended (M.C.L.A. Sections 450.1701 through 450.1704, as amended). The Plan of Merger shall be effective upon filing thereof as part of the Certificate of Merger with the Secretary of the State of Michigan. The date and time when the Plan of Merger becomes effective are herein referred to as “Effective Time”.

ARTICLE 7. AUTHORIZATION OF BOARD OF DIRECTORS AND OF OFFICERS

The Board of Directors and the proper officers of the Merging Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient in accordance with the laws of the State of Michigan to carry out or put into effect the provisions of this Plan of Merger or of the merger herein provided for .

IN WITNESS WHEREOF, the Plan of Merger, having first been approved by resolution of the Board of Directors of Alltarns and Holland, is hereby executed on behalf of Alltrans and Holland by their respective officers thereto duly authorized, on the date first above written.

ALL TRANS MICHIGAN CORPORATION

By: /s/ J.C. Carruth
J.C. Carruth, President

TNT HOLLAND MOTOR EXPRESS, INC.

By: /s/ Michael J. Gorno
Michael J. Gorno, President

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT
FOR USE BY DOMESTIC AND FOREIGN CORPORATIONS

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162 Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is: TNT Holland Motor Express, Inc.
2. The corporation identification number (CID) assigned by the Bureau is: 040-926
   a. The address of the registered office as currently on file with the Bureau is:
      Michigan National Tower, Lansing, Michigan 48933
   b. The mailing address of the above registered office, if different, is: N/A
   c. the name of the resident agent as currently on file with the Bureau is: The Prentice-Hall corporation system, Inc.

COMPLETE THE APPROPRIATE ITEMS
FOR ANY INFORMATION THAT HAS CHANGED.

4. The address of the registered office is changed to:
   501 S. Capitol Avenue, Lansing, Michigan 48933
   The mailing address of the above registered office, if different, is: N/A
5. The name of the successor resident agent is: N/A
6. The corporation further states that the address of its registered office and the address of its resident agent, as changed, are identical.

7. a. The above changes were authorized by resolution duly adopted by its board of directors or trustees, except when this form is being filed by the resident agent of a profit corporation to change the address of the registered office.

b. A copy of this statement has been mailed to the corporation.

Signed this 15th day of December, 1989

By /s/ Barbara Sheldon

VP, Prentice Hall Corp. System

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
FOR USE BY DOMESTIC CORPORATIONS

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: TNT Holland Motor Express, Inc.

2. The corporation identification number (CID) assigned by the Bureau is: 040-926

3. The location of its registered office is 501 South Capital Avenue, Lansing, Michigan 48933

4. Article VII of the Articles of Incorporation is hereby amended to read as follows:

   The term of existence of this Corporation shall be perpetual.

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. The foregoing amendment to the Articles of incorporation was duly adopted on the day of , 19 , in accordance with the provisions of the first meeting of the board of directors or trustees.

Signed this day of , 19 .

(Signature)

(Signature)

(Type or Print Name)	(Type or Print Name)
(Signature)	(Signature)
(Type or Print Name)	(Type or Print Name)

b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 23rd day of May, 1991. The Amendment: (check one of the following)

☐ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2) of the Act if a nonprofit corporation, and Section 407 (1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407 (3) of the Act if a non-profit corporation, and Section 407 (2) of the Act if a profit corporation.

Signed this 24th day of May 1991.

By /s/ SJ Wonch
Stephen J. Wonch, VP Finance

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT
FOR USE BY DOMESTIC AND FOREIGN CORPORATIONS AND LIMITED LIABILITY COMPANIES

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation, or limited liability company executes the following Certificate.

1. The name of the corporation or limited liability company is:

   TNT HOLLAND MOTOR EXPRESS, INC.

2. The identification number assigned by the Bureau is: 040-926

3. a. The name of the resident agent on file with the Bureau is:

      Prentice-Hall Corporation System

   b. The location of its registered office is:

      501 S. Capitol Ave., Lansing Michigan 48933

   c. The mailing address of the above registered office on file with the Bureaus is:

      501 S. Capitol Ave., Lansing, Michigan 48933

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is: THE CORPORATION COMPANY

b. The address of the registered office is:

30600 Telegraph Road, Bingham Farms, Michigan 48025

c. The mailing address of the registered office IF DIFFERENT THAN 4B IS:

_____, Michigan_____

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: Its board of directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent, as changed, are identical.

Date Signed: 5/1/94

Signed by: /s/ SJ Wonch

Stephen J. Wonch, Vice President

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

FOR USE BY DOMESTIC PROFIT CORPORATIONS

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: TNT Holland Motor Express, Inc.

2. The identification number assigned by the Bureau is: 040-926

3. The location of its registered office is:

30600 Telegraph Rd., Suite 3275	Bingham Farms	, Michigan	48025
(Street Address)	(City)		(ZIP Code)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is USF Holland Inc.

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH:

a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the day of , 19 , in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this day of , 19 .

(Signature)	(Signature)
(Type or Print Name)	(Type or Print Name)

(Signature) (Signature)

(Type or Print Name) (Type or Print Name)

b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 12th day of February, 1996. The amendment: (check one of the following)

☐ was duly appointed in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, and Section 407(1) of the Act if a profit corporation. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act if a nonprofit corporation, and Section 407(2) of the Act if a profit corporation.

Signed this 11th day of February, 1996.

By /s/ M. J. Gorno

(Only signature of President, Vice President and Chairperson, Vice-Chairperson)

M. J. Gorno

(Type or Print Name)

President & CEO

(Type or Print Title)

CERTIFICATE OF MERGER
Cross Entity Merger for use by Profit Corporations, Limited Liability Companies
and Limited Partnerships

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1982 (limited partnerships), the undersigned entities execute the following Certificate of Merger:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent entity and its identification number is:

See attached Agreement and Plan of Merger

for list of names of nine merging entities and the jurisdiction of incorporation

or formation, all of which are outside the State of Michigan.

b. The name of the surviving (new) entity and its identification number is:

USF Holland Inc. 040926

Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:

750 East 40th Street, Holland, MI 49423

2. (Completed only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in the office.)

The Merger (consolidation) shell be effective on the 31st day of December, 2005.

3. Complete for Profit Corporations only

The manner and basis of converting shares are as follows:

See attached Agreement and Plan of Merger and Certificate of Merger.

The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

No Amendment to the Articles of the surviving corporation.

The Plan of Merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

(Complete either Section (a) or (b) for each corporation)

a). The Plan of Merger was approved by the majority consent of the incorporations of _____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

(Signature of Incorporator)	(Type or Print Name)	(Signature of Incorporator)	(Type or Print Name)
(Signature of Incorporator)	(Type or Print Name)	(Signature of Incorporator)	(Type or Print Name)

b). The plan of merger was approved by:

☐ the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

☒ the Board of Directors and the shareholder of the following Michigan corporation(s) in accordance with Section 703a of the Act.

By	/s/ Brenda Landry (Signature of Authorized Officer or Agent Brenda Landry, Vice Pres & Asst. Sec. (Type or print name) USF Holland Inc. (Name of Corporation	By	(Signature of Authorized Officer or Agent (Type or print name) (Name of Corporation

AGREEMENT AND PLAN OF MERGER

OF

DCP PROPERTY MANAGEMENT CORPORATION
(A FLORIDA CORPORATION);
DCP PROPERTY MANAGEMENT CORPORATION
(AN ILLINOIS CORPORATION);
DCPIP CORPORATION
(A DELAWARE CORPORATION);
DOP CORPORATION
(A CALIFORNIA CORPORATION);
TRANSPORT ASSET MANAGEMENT CORPORATION
(A TEXAS CORPORATION);
TRANSPORT ASSET MANAGEMENT LLC
(A MINNESOTA LIMITED LIABILITY COMPANY);
TRANSPORT ASSET MANAGEMENT LLC
(A UTAH LIMITED LIABILITY COMPANY);
USF REALTY COMPANY LLC
(AN ILLINOIS LIMITED LIABILITY COMPANY); AND
USF HOLLAND REALTY LLC
(A DELAWARE LIMITED LIABILITY COMPANY)

INTO

USF HOLLAND INC.
(A MICHIGAN CORPORATION)

THIS AGREEMENT AND PLAN OF MERGER dated December 30, 2005, is made by and among DCP Property Management Corporation (Florida), DCP Property Management Corporation (Illinois), DCPIP Corporation (Delaware), DCPIP Corporation (Delaware), DOP Corporation (California), Transport Asset Management Corporation (Texas), Transport Asset Management LLC (Minnesota), Transport Asset Management LLC (Utah), USF Realty Company LLC (Illinois), USF Holland Realty LLC (Delaware) and USF Holland Inc. (Michigan).

WITNESSETH:

In consideration of the premises and mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of the merger, the mode of carrying the same into effect, the manner and basis of converting the shares of the Merging Corporations (as defined below) into shares of the Surviving Corporation (as defined below) 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 corporations proposing to merge are:

(i) DCP Property Management Corporation, a Florida corporation, which is a wholly owned subsidiary of YRC Regional Transportation, Inc. and an affiliate of USF Holland Inc.;

(ii) DCP Property Management Corporation, an Illinois corporation, which is a wholly owned subsidiary of YRC Regional Transportation, Inc. and an affiliate of USF Holland Inc.;

(iii) DCPIP Corporation, a Delaware corporation, which is a wholly owned subsidiary of YRC Regional Transportation, Inc. and an affiliate of USF Holland Inc.;

(iv) DOP Corporation, a California corporation, which is a wholly owned subsidiary of YRC Regional Transportation, Inc. and an affiliate of USF Holland Inc.;

(v) Transport Asset Management Corporation, a Texas corporation, which is a wholly owned subsidiary of YRC Regional Transportation, Inc. and affiliate of USF Holland Inc.;

(vi) Transport Asset Management LLC, a Minnesota limited liability company, which is a wholly owned subsidiary of YRC Regional Transportation, Inc. and an affiliate of USF Holland Inc.;

(vii) Transport Asset Management LLC, a Utah limited liability company, which is a wholly owned subsidiary of YRC Regional Transportation, Inc. and an affiliate of USF Holland Inc.;

(viii) USF Realty Company LLC, an Illinois limited liability company, which is a wholly owned subsidiary of YRC Regional Transportation, Inc. and an affiliate of USF Holland Inc.; and

(ix) USF Holland Realty LLC, a Delaware limited liability company, which is a wholly owned subsidiary of USF Holland Inc.

(the foregoing entities are collectively referred to as the "***Merging Corporations***".)

2. The name of the corporation into which the Merging Corporations propose to merge is:

USF Holland Inc., a Michigan corporation ("***Surviving Corporation***"), which is the parent corporation of USF Holland Realty LLC and, together with DCP Property Management Corporation (Florida), DCP Property Management Corporation (Illinois), DCPIP Corporation (Delaware), DOP Corporation (California), Transport Asset Management LLC (Utah), and USF Realty Company LLC (Illinois), is a wholly owned subsidiary of YRC Regional Transportation, Inc.

3. The terms and conditions of the proposed merger and the mode of carrying the same into effect are:

At the effective date (as described below), the Merging Corporation shall be merged into USF Holland Inc., the Surviving Corporation, and the terms, provisions and conditions of the merger and the mode of carrying the same into effect are:

FIRST: The Merger.

(i) DCP Property Management Corporation shall be and is hereby merged into the Surviving Corporation pursuant to and in accordance with all applicable provisions of the Florida Business Corporation Act, as amended, and the Michigan Business Corporation Act, as amended;

(ii) DCP Property Management Corporation shall be and is hereby merged into the Surviving Corporation pursuant to and in accordance with all applicable provisions of the Illinois Business Corporation Act of 1983, as amended, and the Michigan Business Corporation Act, as amended;

(iii) DCPIP Corporation shall be and is hereby merged into the Surviving Corporation pursuant to and in accordance with all applicable provisions of the Delaware General Corporation Law, as amended, and the Michigan Business Corporation Act, as amended;

(iv) DOP Corporation shall be and is hereby merged into the Surviving Corporation pursuant to the California General Corporation Law, as amended, and the Michigan Business Corporation Act, as amended:

(v) Transport Asset Management Corporation shall be and is hereby merged into the Surviving Corporation pursuant to the Texas Business Corporation Act, as amended, and the Michigan Business Corporation Act, as amended;

(vi) Transport Asset Management LLC shall be and is hereby merged into the Surviving Corporation pursuant to the Minnesota Limited Liability Company Act, as amended, and the Michigan Business Corporation Act, as amended;

(vii) Transport Asset Management LLC shall be and is hereby merged into the Surviving Corporation pursuant to the Utah Revised Limited Liability Company Act and the Michigan Business Corporation Act, as amended;

(viii) USF Realty Company LLC shall be and is hereby merged into the Surviving Corporation pursuant to the Illinois Limited Liability Company Act, as amended and the Michigan Business Corporation Act, as amended; and

(ix) USF Holland Realty LLC shall be and is hereby merged into the Surviving Corporation pursuant to the Delaware Limited Liability Company Act, as amended and the Michigan 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 Corporations shall cease (except insofar as it may be continued by statute). Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporations shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Merged Corporations shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Corporations, respectively, and all debts due on whatever account, including subscriptions of 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 Merged Corporations shall be taken and deemed to be those of and vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein, vested in either of the Merged Corporations shall not revert or be in any way impaired by reason of such merger. Each of the Merged Corporations hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Merged Corporations acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of each of the Merged Corporations and the proper officers and directors of the Surviving Corporation are fully authorized in the name of each of the Merged Corporations or otherwise to take any and all such action.

THIRD: Liabilities. Upon the merger, the Surviving Corporation shall 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. This merger shall become effective upon filing with the State of Michigan. However, for all accounting purposes, the effective date of the merger shall be as of 11:59 pm Central Time on December 31, 2005.

4. The manner and basis of converting the shares or the ownership interests of the Merging Corporations into shares, obligations or other securities of the Surviving Corporation are as follows:

(a) Each share of capital stock of the Surviving Corporation, consisting of 2,000 shares of $10.00 per share common stock (“Common Stock”) and 6,000 shares of $10.00 par value preferred stock (non-voting)(“Preferred Stock”), with 1,131 shares of Common Stock and 2,610 shares of Preferred Stock used and outstanding on the effective date of the merger shall remain outstanding as the capital stock of the Surviving Corporation.

(b) On the effective date of the merger,

(i) each share of no par value common stock of DCP Property Management Corporation (Florida), outstanding on the effective date of the merger, being a total of 1,000 shares;

(ii) each share of no par value common stock of DCP Property Management Corporation (Illinois), outstanding on the effective date of the merger, being a total of 1,000 shares;

(iii) each share of $0.1 par value common stock of DCPIP Corporation, outstanding on the effective date of the merger being a total of 100 shares;

(iv) each share of no par value common stock of DOP Corporation, outstanding on the effective date of the merger, being a total of 100 shares;

(v) each share of no par value common stock of Transport Asset Management Corporation (Texas), outstanding on the effective date of the merger, being a total of 1,000 shares;

(vi) the authorized capital of the Transport Asset Management LLC (Minnesota), outstanding on the effective date of the merger, being a total of $100.00;

(vii) the authorized capital of Transport Asset Management LLC (Utah), outstanding on the effective date of the merger, being a total of $0.00

(viii) the authorized capital of USF Realty Company LLC, outstanding on the effective date of the merger, being a total of $0.00; and

(ix) the authorized capital of USF Holland Realty Company LLC, outstanding on the effective date of the merger, being a total of $0.00

shall be surrendered to the Surviving Corporation and canceled for no consideration.

(c) There are no dissenting stockholders of the Surviving Corporation, no dissenting members or stockholders (as applicable) of any of the Merging Corporations.

5. Other provisions with respect to the proposed merger deemed necessary or desirable:

(a) Certificate of Incorporation and Bylaws. On the effective date of the merger, the Certificate of Incorporation and Bylaws of the Surviving Corporation shall continue as the Certificate of Incorporation and Bylaws of the Surviving Corporation.

(b) Directors and Officers. The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of the stockholders and until their successors shall have been elected and qualified.

(c) 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 Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no liability on the part of any of the Merging Corporations, the Surviving Corporation, and their respective stockholders and directors or members and managers (as applicable).

(d) Amendment. This Agreement and Plan of Merger may be amended at any time prior to the effective date by action of the Board of Directors of each of DCP Property Management Corporation (Florida), DCP Property Management Corporation (Illinois), DCPIP Corporation, DOP Corporation, Transport Asset Management Corporation, and USF Holland Inc., the Board of Managers of each of Transport Asset Management LLC (Utah), USF Realty company LLC and USF Holland Realty LLC, or the Board of Governors of Transport Asset Management LLC (Minnesota), *provided* that an amendment made subsequent to the adoption of the Agreement by the stockholders of each DCP Property Management Corporation (Florida), DCP Property Management Corporation (Illinois), DCPIP Corporation, DOP Corporation, Transport Asset Management Corporation, or USF Holland Inc. or the members of each of the Transport Asset Management LLC (Utah), USF Realty company LLC, USF Holland Realty LLC, or Transport Asset Management LLC shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

(e) Further Information. The appropriate officers of each of the Merging Corporations are authorized to execute on behalf of their respective Merging Corporation any and all documents appropriate to the accomplishment of, or required to be done to accomplish, the merger under this Agreement, and to take all steps and to all things for and on behalf of the parties hereto as are required by or appropriate under the laws of the States of Michigan, Delaware, Florida, Illinois, California, Texas, Minnesota, or Utah, as applicable, to accomplish the merger, and from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, each of the Merging Corporations or its respective 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.

(f) Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Michigan.

(g) Consent to Service of Process. Pursuant to Section 450.1735 of the Michigan Business Corporation Act, the Surviving Corporation hereby agrees that it may be served with process in the State of Michigan in any proceeding for enforcement of any obligation of either of the Merging Corporations, 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 CT Corporation System as its agent service of process in any such suit or other proceedings.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Managers and Boards of Directors, as applicable, and that fact having been certified on the Agreement and Plan of Merger by the Assistant Secretary of each party hereto, have caused this Agreement and Plan of Merger to be executed by a duly authorized officer of each party hereto as the respective act, deed and agreement of each such party.

DCP PROPERTY MANAGEMENT CORPORATION
(Florida)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

DCP PROPERTY MANAGEMENT CORPORATION
(Illinois)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

DCPIP CORPORATION
(Delaware)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

DOP CORPORATION
(California)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

TRANSPORT ASSET MANAGEMENT CORPORATION
(Texas)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

TRANSPORT ASSET MANAGEMENT LLC
(Minnesota)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

TRANSPORT ASSET MANAGEMENT LLC
(Utah)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

USF REALTY COMPANY LLC
(Illinois)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

USF HOLLAND REALTY LLC
(Delaware)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

USF HOLLAND INC.
(Michigan)

By: /s/ Brenda Landry
Name: Brenda Landry
Title: Vice President and Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of DCP Property Management Corporation (Florida), a corporation organized and existing under the laws of the State of Florida ("DCP Property – Florida"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Directors of DCP Property – Florida by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole stockholder effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Florida Business Corporation Act of 1983 and with the Bylaws of DCP Property – Florida.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of DCP Property Management Corporation (Illinois), a corporation organized and existing under the laws of the State of Illinois ("DCP Property – Illinois"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Directors of DCP Property – Illinois by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole stockholder effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Illinois Business Corporation Act of 1983 and with the Bylaws of DCP Property – Illinois.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of DCPIP Corporation, a corporation organized and existing under the laws of the State of Delaware ("DCPIP"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Directors of DCPIP by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole stockholder effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Delaware General Corporation Law and with the Bylaws of DCPIP.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of DOP Corporation, a corporation organized and existing under the laws of the State of California ("DOP"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Directors of DOP by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole stockholder effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the California General Corporation Law and with the Bylaws of DOP.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of Transport Asset Management Corporation, a corporation organized and existing under the laws of the State of Texas ("TAM – Texas"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Directors of TAM – Texas by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole stockholder effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Texas Business Corporation Act and with the Bylaws of DOP.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of Transport Asset Management LLC (Minnesota), a limited liability company organized and existing under the laws of the State of Minnesota ("TAM – Minnesota"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Governors of TAM – Minnesota by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole member effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Minnesota Limited Liability Company Act and with the Limited Liability Company Agreement of TAM – Minnesota, if any.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of Transport Asset Management LLC (Utah), a limited liability company organized and existing under the laws of the State of Utah ("TAM – Utah"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Managers of TAM – Utah by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole member effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Utah Revised Limited Liability Company Act and with the Limited Liability Company Agreement of TAM – Utah, if any.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of USF Realty Company LLC, limited liability company organized and existing under the laws of the State of Illinois ("USF Realty"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Managers of USF Realty by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole member effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Illinois Limited Liability Company Act and with the Limited Liability Company Agreement of USF Realty, if any.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of USF Holland Realty LLC, a limited liability company organized and existing under the laws of the State of Delaware ("USF Holland Realty"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Managers of USF Holland Realty by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole member effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Delaware Limited Liability Company Act and with the Limited Liability Company Agreement of USF Holland Realty, if any.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of USF Holland Inc., a corporation organized and existing under the laws of the State of Michigan ("USF Holland"), hereby certify, as such Assistant Secretary, that the foregoing Agreement and Plan of Merger was duly approved by the Board of Directors of USF Holland by written consent in lieu of a meeting effective as of December 21, 2005. I hereby further certify that the Agreement and Plan of Merger was duly adopted by the written consent of the sole member effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the Michigan Business Corporation Act and with the Bylaws of USF Holland.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
PROFIT CORPORATION INFORMATION UPDATE

2007

Identification Number	Corporation name	MAY 31, 2007
040926	USF HOLLAND INC.	

Resident agent name and mailing address of the registered office

Administrator
BUREAU OF COMMERCIAL SERVICES

THE CORPORATION COMPANY
30600 TELEGRAPH ROAD
BINGHAM FARMS MI 48025

The address of the registered office

30600 TELEGRAPH ROAD
BINGHAM FARMS MI 48025

1. Mailing address of registered office in Michigan (may be a P.O. Box)	2. Resident Agent
30600 Telegraph Rd. #2345 Bingham Farms, MI 48025-5720	The Corporation Company

3. The address of the registered office in Michigan (a P.O. Box may not be designated as the address of the registered office)
30600 Telegraph Rd. #2345 Bingham Farms, MI 48025-5720

4. Describe the general nature and kind of business in which the corporation is engaged:
Common Carrier

5.		NAME	BUSINESS OR RESIDENCE ADDRESS
	President (Required)	See Attached	
If different than President	Secretary (Required)		
	Treasurer (Required)		
	Vice-President		
If different than Officers	Director	See Attached	
	Director		
	Director		

6. Signature of authorized officer or agent	Title	Date	Phone (Optional)
/s/ Terry Gerrond	Terry Gerrond VP of Taxation	5/11/07	913.344.3000

USF HOLLAND INC.
OFFICERS & DIRECTORS LIST

OFFICERS

John O'Sullivan	President & CEO	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Gary Wright	Senior Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Mark Bunte	Senior Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Stephen Blubaugh	Senior Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Christopher H. Reehl	Senior VP & CFO	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Antoinette Banis	Regional Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Michael Criswell	Regional Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Marshall Durham	Regional Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Thomas Harper	Regional Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Billy Lomax	Regional Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
James D. McMullen	VP & Assistant Secretary	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Michael Renshaw	Regional Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Perry Stair	Regional Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Terry L. Gerrond	Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Mark Pare	Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
James T. Peterson	Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
David Woodwyk	Vice President	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Genevieve A. Silveroli	VP & Secretary	10990 Roe Ave., Tax Dept., Overland Park, KS 66211

DIRECTORS

John O'Sullivan	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Genevieve A. Silveroli	10990 Roe Ave., Tax Dept., Overland Park, KS 66211
Christopher H. Reehl	10990 Roe Ave., Tax Dept., Overland Park, KS 66211

CERTIFICATE OF MERGER
Cross Entity Merger for use by Profit Corporations, Limited Liability Companies
and Limited Partnerships

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1982 (limited partnerships), the undersigned entities execute the following Certificate of Merger:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent entity and its identification number is:

USF Aviation Services LLC	B2263D
USF Holland Inc.	040926

b. The name of the surviving (new) entity and its identification number is:

USF Holland Inc.	040926

Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:

30600 Telegraph Rd., Suite 2345, Bingham Farms, MI 48025

2. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)

The merger (consolidation) shall be effective on the 31st day of December, 2007.

3. Complete for Profit Corporation only

For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitle to vote	Indicate class or series entitled to vote as a class
USF Holland Inc.	1,311	-0-	-0-

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

N/A

The manner and basis of converting shares are as follows: On the Effective Date, all of the membership interests of USF Aviation shall be cancelled without consideration. Each share of Common Stock of USF Holland that is issued and outstanding on the Effective Date shall remain issued and outstanding as one share of Common Stock of the surviving corporation.

The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

None

The Plan of Merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

The plan of merger was approved by:

the Board of Directors of USF Holland, Inc., the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

By /s/ Jeff P. Bennett
(Signature of Authorized Officer of Agent

Jeff P. Bennett
(Type or print name)

USF Holland Inc.
(Name of Corporation)

4. Complete for any Limited Liability Companies only

Check one of the following if Limited Liability Company is the survivor.

☐ There are no changes to be made to the Articles of Organization of the surviving limited liability company.

☐ The amendments to the Articles, or a restatement of the Articles, of the surviving limited liability company to be effected by the merger are as follows:

N/A

The manner and basis of converting the membership interests are as follows:

See Question 3.

The Plan of Merger was approved by the members of each constituent limited liability company in accordance with section 702(1).

The Plan of Merger was approved by the members of each domestic limited liability company in accordance with section 705a(5) and by each constituent business organization in the manner provided by the laws of the jurisdiction in which it is organized.

For each limited liability company involved in the merger, this document is signed in accordance with Section 103 of the Act.

Signed this 21st day of December , 2007

By /s/ Jeff P. Bennett
(Signature of Member, Manager or Authorized Agent)

Jeff P. Bennett, Asst Secretary
(Type or Print Name and Capacity)

USF Aviation Services LLC
(Name of Limited Liability Company)

CERTIFICATE OF ASSUMED NAME
For use by Corporations, Limited Partnerships and Limited Liability Companies

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership, or limited liability company in item one executes the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:

USF Holland Inc.

2. The identification number assigned by the Bureau is:

3. The assumed name under which business is to be transacted is:

Holland

4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON LAST PAGE IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 22nd day of May , 2009

By /s/ Jeff P. Bennett
(Signature)

Jeff P. Bennett its V.P. - Legal and Secretary
(Type or Print Name) (Type or Print Title or Capacity)

Exhibit 3.23

L. W. MYERS & Co.
PORTLAND, OREGON

KNOW ALL MEN BY THESE PRESENTS That, we, The undersigned, William Arthur Reddaway, Ethel M. Reddaway and William D. Hosey, all of the County of Clackamas, State of Oregon, desiring to form and organize a corporation under and in accordance with the laws of the State of Oregon, do hereby make, adopt, acknowledge, and subscribe, in quadruplicate to the following ARTICLES OF INCORPORATION, and do thereunder hereby associate ourselves in order to form a corporation pursuant to the Laws of the State of Oregon.

- I -

The name assumed by this corporation and by which it shall be known is REDDAWAY'S TRUCK LINE, and its duration shall be unlimited.

- II -

The enterprise, business, pursuit, and occupation, in which this corporation purposes to engage is as follows:

1. To own and operate automotive freight trucks, and to haul freight of all description between Portland, Oregon and Oregon City, Oregon. Also to haul freight in other parts of the State of Oregon, provided that it does not interfere with other automotive freight lines operating under the supervision of the Public Service Commission of the State of Oregon.

2. To lease, rent, hire and operate, trucks owned by other companies or individuals.

3. To rent, lease, or own Terminal facilities in the city of Portland, Oregon, and in the city of Oregon City, Oregon

4. To deposit collateral for the purpose of obtaining working capital at any time necessary.

- III -

The place where this corporation shall have its principal office and place of business is in the city Oregon City, Clackamas County, State of Oregon.

- IV -

The amount of the Capital Stock of this corporation shall be Ten Thousand ($10,000.00) Dollars

- V -

The Capital Stock of this corporation shall be divided into One Hundred (100) shares of the par value of One Hundred (100) Dollars per share

IN WITNESS WHEREOF, We the above named Incorporators have hereunto set our hands and seals, in quadruplicate, this 22 nd Day of January A.D. 1925 at Portland, Oregon.

EXECUTED IN THE PRESENCE OF

/s/ L.W. Myers

/s/ [Illegible]
Witnesses

/s/ William Arthur Reddaway

/s/ Ethel M. Reddaway

/s/ William D. Hosey

STATEMENT OF CANCELLATION
OF SHARES OF STOCK

ARTICLE I.

The name of this corporation is Reddaway's Truck Line.

ARTICLE II.

Forty and one-half (40-1/2) shares of the common stock of this corporation have been reacquired by this corporation and have been cancelled by resolution duly adopted by the Board of Directors, itemized by class and series on December 30, 1981.

ARTICLE III.

The aggregate number of issued shares outstanding, after giving effect to such cancellation, is forty and one-half (40-1/2) shares of common stock.

ARTICLE IV.

The stated capital of the corporation, after giving effect to such cancellation, is $4,050.00.

REDDAWAY'S TRUCK LINE

By /s/ Bill Call
Bill Call, President

By /s/ Julie A. Call
Julie Call, Secretary

VERIFICATION

I, Julie Call, Secretary of Reddaway's Truck Line, do hereby declare under penalty of perjury that I have examined the foregoing, and that to the best of my knowledge and belief, it is true, correct, and complete.

/s/ Julie A. Call
Julie Call

ARTICLES OF MERGER
OF
REDDAWAY'S TRUCK LINE
(an Oregon corporation)
("REDDAWAY'S")
AND
P.M.S., INC.
(a Washington corporation)
("PMS")

Pursuant to the provisions of the Oregon and Washington Business Corporation Acts, the undersigned corporation has approved and executed the following Articles of Merger:

ARTICLE I.

The Plan of Merger, duly adopted by Reddaway's, the surviving corporation, is set forth in full as follows:

WHEREAS, Reddaway's is a corporation duly organized and existing under the laws of the State of Oregon; and

WHEREAS, PMS is a corporation duly organized and existing under the laws of the State of Washington, having two classes of authorized capital stock, one class of common stock and one class of preferred stock, all the issued and outstanding shares of both classes being owned by Reddaway's; and

WHEREAS, the Board of Directors of Reddaway's has duly approved, adopted, and authorized this Plan of Merger; and

WHEREAS, the laws of the State of Oregon and the State of Washington permit such a merger upon such approval, adoption, and authorization;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained in this Plan of

Merger, it is agreed that PMS shall merge into Reddaway's, which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1. Name. The name of the surviving corporation shall be Reddaway's Truck Line.

2. Terms and Conditions. The terms and conditions of the merger and the manner and basis of converting the shares and securities upon the merger are as follows:

2.1 All the assets of PMS shall become the property of Reddaway's, and Reddaway's shall assume and agree to pay all the liabilities and obligations of PMS.

2.2 All shares of the common and preferred stock of PMS shall be surrendered and cancelled.

3. Effective Date. The effective date of this merger shall be the date of issuance of a certificate of merger or January 1, 1983, whichever is later.

ARTICLE II.

PMS has one authorized class of common stock of which five shares are issued and outstanding, all of which shares are owned by Reddaway's. PMS also has one authorized class of preferred stock, of which five shares are issued and outstanding, all of which shares are owned by Reddaway's. PMS has no other authorized class of stock.

ARTICLE III.

Reddaway's has waived receipt of a copy of the Plan of Merger.

DATED this 15 day of December, 1982.

REDDAWAY'S TRUCK LINE

By: /s/ Bill Call
Bill Call, President

By: /s/ Julie A. Call
Julie A. Call, Secretary

VERIFICATION

I, Julie A. Call, declare under penalty of perjury, that I am the Secretary of Reddaway's Truck Line, that I have executed these Articles on behalf of Reddaway's Truck Line upon authorization of its Board of Directors, that I have examined the same, and that to the best of my knowledge and belief the information contained therein is true, correct, and complete.

/s/ Julie A. Call
Julie A. Call, Secretary

ARTICLES OF MERGER
OF
REDDAWAY'S TRUCK LINE
(an Oregon corporation)
("REDDAWAY'S")
AND
HUB ENTERPRISES, INC.
(an Oregon corporation)
("HUB")

Pursuant to the provisions of the Oregon Business Corporation Act, the undersigned corporation has approved and executed the following Articles of Merger:

ARTICLE I.

The Plan of Merger, duly adopted by Reddaway's, the surviving corporation, is set forth in full as follows:

WHEREAS, Reddaway's is a corporation duly organized and existing under the laws of the State of Oregon; and

WHEREAS, Hub is a corporation duly organized and existing under the laws of the State of Oregon, having one class of authorized capital stock, all the issued and outstanding shares of which are owned by Reddaway's; and

WHEREAS, the Board of Directors of Reddaway's has duly adopted, approved, and authorized this Plan of Merger; and

WHEREAS, the laws of Oregon permit such a merger upon such approval, adoption, and authorization;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained in this Plan of

Merger, it is agreed that Hub shall merge into Reddaway's, which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1. Name. The name of the surviving corporation shall be Reddaway's Truck Line.

2. Terms and Conditions. The terms and conditions of the merger and the manner and basis of converting the shares and securities upon the merger are as follows:

2.1 All assets and liabilities of Hub shall become the property and obligation of Reddaway's.

2.2 All shares of stock of Hub shall be surrendered and cancelled.

3. Effective Date. The effective date of this merger shall be the date of issuance of a certificate of merger or January 1, 1983, whichever is later.

ARTICLE II.

Hub has one authorized class of common stock of which 100 shares are issued and outstanding, all of which shares are owned by Reddaway's. Hub has no other authorized class of stock.

ARTICLE III.

Reddaway's has waived receipt of a copy of the Plan of Merger.

DATED this 15 day of December, 1982.

REDDAWAY'S TRUCK LINE

By /s/ Bill Call
Bill Call, President

By /s/ Julie A. Call
Julie A. Call, Secretary

VERIFICATION

I, Julie A. Call, declare under penalty of perjury, that I am the Secretary of Reddaway's Truck Line, that I have executed these Articles on behalf of Reddaway's Truck Line upon authorization of its Board of Directors, that I have examined the same, and that to the best of my knowledge and belief the information contained therein is true, correct, and complete.

/s/ Julie A. Call
Julie A. Call, Secretary

ARTICLE OF AMENDMENT

OF

REDDAWAY'S TRUCK LINE

Pursuant to the provisions of ORS 57.360, Reddaway's Truck Line, an Oregon corporation ("Reddaway's"), hereby adopts the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

I.

The name of the corporation is Reddaway's Truck Line.

II.

Article II of Reddaway's Articles of Incorporation is amended in its entirety to read as follows:

II.

The purposes for which this corporation is organized are as follows:

1. To engage in any and all aspects of the trucking and truck hauling business;

2. To assume, give assurances and guaranty the obligations and liabilities, contractual or otherwise, of other persons;

3. To engage in any lawful activity for which a corporation may be organized under ORS Chapter 57; and

4. To engage in any lawful activity and to do anything in the operation of this corporation or for the accomplishment of any of its purposes or for the exercise of any of its powers which shall appear necessary or beneficial to the corporation.

III.

This amendment to the Articles of Incorporation was adopted by the sole shareholder of Reddaway's on the 30 day of May, 1983.

III.

There are 41-1/2 shares of Reddaway's stock outstanding, all of which were entitled to vote on this amendment.

IV.

All of the shares of Reddaway's stock voted for this amendment.

REDDAWAY'S TRUCK LINE

By /s/ Bill Call
Bill Call, President

By /s/ Julie A. Saulsbury
Julie Saulsbury, Secretary

VERIFICATION

I, Bill Call, President of Reddaway's Truck Line, declare under penalty of perjury that I am the person executing the foregoing Articles of Amendment, that I have examined the same and that to the best of my knowledge and belief, the information contained therein is true, correct and complete.

/s/ Bill Call
Bill Call

ARTICLES OF MERGER

OF REDDAWAY'S TRUCK LINE
(An Oregon Corporation)
("Reddaway's")

AND

PARADISE TRANSFER, INC.
(An Oregon Corporation)
("Paradise")

Pursuant to the provisions of the Oregon Business Corporation Act, the undersigned corporations have approved and executed the following Articles of Merger:

ARTICLE I.

The Plan of Merger, duly adopted by Reddaway's and Paradise, is set forth in full as follows:

WHEREAS, Reddaway's is a corporation duly organized and existing under the laws of the State of Oregon, having one class of authorized capital stock, all the outstanding shares of which are owned by Bill Call; and

WHEREAS, Paradise is a corporation duly organized and existing under the laws of the State of Oregon, having one class of authorized capital stock, all the outstanding shares of which are owned by Bill Call; and

WHEREAS, the sole shareholder and sole director of Reddaway's and the sole shareholder and sole director of Paradise desire to merge Paradise into Reddaway's, with Reddaway's being the surviving corporation;

NOW, THEREFORE, in consideration of the terns, covenants, and conditions contained in this Plan of Merger, it is agreed that Paradise shall merge into Reddaway's and that Reddaway's shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

1. Name. The name of the surviving corporation shall be Reddaway's Truck Line.

2. Assets and Liabilities. All assets and liabilities of Paradise shall become the property and obligations of Reddaway's.

3. Conversion of Stock. All shares of stock of Paradise shall be surrendered and cancelled. Since Bill Call owns all of the shares of stock of both Paradise and Reddaway's, no additional shares of stock of Reddaway's will be issued to Bill Call because after the merger the entire value of the assets and liabilities of Paradise will be reflected in the shares of stock of Reddaway's already owned by Bill Call.

4. Conditions; Effective Date. This merger is conditioned upon final approval of this merger being issued by the ICC and PUC. Promptly, upon final approval to this merger from the ICC and PUC both becoming effective, Articles of Merger will be filed with the corporation commissioner specifying an effective date of the last day of the calendar month during which the Articles of Merger are filed with the corporation commissioner.

ARTICLE II.

Final ICC and PUC approval to this merger has been obtained.

ARTICLE III.

Paradise is authorized to issue only one class of capital stock. Only thirty (30) shares of said capital stock are outstanding. All thirty (30) shares of said capital stock voted for the Plan of Merger and no (0) shares of said capital stock voted against the Plan of Merger.

ARTICLE IV.

Reddaway's is authorized to issue only one class of capital stock. Only forty one and one-half (41 1/2) shares of said capital stock are outstanding. All forty one and one-half (41 1/2) shares of said capital stock voted for the Plan of Merger and no (0) shares of said capital stock voted against the plan of Merger.

ARTICLE V.

The merger will be effective December 31, 1985.

DATED this 23rd day of December, 1985.

REDDAWAY'S TRUCK LINE

By: /s/ Bill Call
Bill Call, President

By: /s/ Julie A. Saulsbury
Julie A. Saulsbury, Secretary

PARADISE TRANSFER, INC.

By: /s/ Bill Call
Bill Call, President and Secretary

VERIFICATION

I, Bill Call, declare under penalties of perjury that I am the president of Reddaway's Truck Line and president of Paradise Transfer, Inc., and that I have executed these articles on behalf of Reddaway's Truck Line and Paradise Transfer, Inc. upon authorization of the respective board of directors of each of said corporations, and that I have examined the same, and to the best of my knowledge and belief the information contained therein is true, correct, and complete.

/s/ Bill Call
Bill Call, President

STATE OF OREGON
CORPORATION DIVISION
158 12th Street NE
Salem, Oregon 97310

Registry
Number:

ARTICLES OF AMENDMENT
by Directors or Shareholders

027756-17

1. Name of the Corporation prior to amendment:
Reddaway's Truck Line

2. State the article number(s) and set forth the article(s) as it is amended to read.

ARTICLE I

The name of the corporation is TNT Reddaway Truck Line, Inc.

3. The amendment was adopted on October 31, 1989.

4. Check the one appropriate statement:

☐ Shareholder action was not required to adopt the amendment(s). The amendment was adopted by the board of directors without shareholder action.

☒ Shareholder action was required to adopt the amendment(s). The shareholder vote was as follows:

Class or Series of Shares	Number of Shares Outstanding	Number of Votes Entitled to be Cast	Number of Votes Cast For	Number of Votes Cast Against
Common	40 1/2	40 1/2	40 1/2	-0-

5. Other provisions, if applicable.

None

Execution	/s/ Bill Call	Bill Call	Pres
	Signature	Printed Name	Title

Person to contact about this filing:

Michael B. Karchmer
Weil, Gotshal & Manges
700 Louisiana, Suite 1600
Houston, Texas 77002

(713) 546-5275
Daytime Phone Number

Survivor's
Registry Number:
027756-17
(If Known)

ARTICLES OF MERGER
For Parent and 90% Owned Subsidiary
Without Shareholder Approval

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Name of parent corporation: TNT Reddaway Truck Line, Inc.

2. Name of subsidiary corporation: Redd Line International Transport Inc.

3. Name of surviving corporation: TNT Reddaway Truck Line. Inc.

4. A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached.

5. Check the appropriate box and fill in any requested information:

   ☐ A copy of the plan of merger or a summary was mailed to each shareholder of record of the subsidiary corporation on or before _____, 19__.

   ☒ The mailing of a copy of the plan or a summary was waived by all outstanding shares.

Execution:	/s/ Todd Call	Todd Call	President
	Signature	Printed Name	Title

Person to contact about this filing:	R. Pagano	(708) 692-0286
	Name	Daytime Phone Number

Submit the original and a true copy to the Corporation Division, 158 12th Street NE, Salem, Oregon 97310. Include the fee indicated. If you have questions, please call (503) 388-4166.

BC-10 (3/88) (ORE. - 1212 - 9/22/89)

EXHIBIT A

PLAN OF MERGER BETWEEN
TNT REDDAWAY TRUCK LINE, INC. AND
REDD LINE TRANSPORT INTERNATIONAL, INC.

PLAN OF MERGER approved on December 1, 1994 by Redd Line Transport International, Inc. (Redd Line) which is a business corporation organized under the laws of the Province of British Columbia by resolution adopted by its Sole Director on said date, and approved on December 1, 1994 by TNT Reddaway Truck Line, Inc. (TNT Reddaway) which is a business corporation organized under the laws of the State of Oregon by resolution adopted by its Board of Directors on said date.

1. Redd Line and TNT Reddaway shall, pursuant to the provisions of the Oregon Business Corporation Act (the Act), be merged with and into a single corporation with TNT Reddaway being the surviving corporation upon the effective date of the merger. TNT Reddaway shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Act. The separate existence of Redd Line shall cease upon the effective date of the merger in accordance with the provisions of the Act.

2. The merger shall become effective on January 1, 1995.

3. Upon the effective date of the merger, the articles of incorporation of TNT Reddaway shall continue in full force and effect unless changed, altered or amended in the manner prescribed by the provisions of the Act.

4. Upon the effective date of the merger, the By-Laws of TNT Reddaway shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Act.

5. The directors and officers of TNT Reddaway upon the effective date of the merger shall continue to be members of the Board of Directors and officers of TNT Reddaway, respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of TNT Reddaway.

6. The number of outstanding shares of Redd Line is one (1), which is one class, at no par value per share, and the number of outstanding shares of TNT Reddaway are forty and one-half (40 1/2), all of which are one class, at $100 par value per share. Each issued share of Redd Line shall, upon the effective date of the merger, be surrendered and

extinguished. The issued shares of TNT Reddaway shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of TNT Reddaway as of the effective date of the merger.

7. This Plan of Merger has been approved by the Sole Director of Redd Line and the Board of Directors of TNT Reddaway by Unanimous Written Consent on December 1, 1994, in accordance with the Oregon Business Corporation Act.

8. In the event that the merger of Redd Line with and into TNT Reddaway shall have been fully authorized in accordance with the provisions of the Act, Redd Line and TNT Reddaway hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the State of Oregon; and that they will cause to be performed all necessary acts to effectuate the merger.

9. The officers of both corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

Survivor's Registry Number:

027756-17

ARTICLES OF MERGER
Business and/or Nonprofit Corporations
PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Names of the corporations proposing to merge:

   A. TNT Reddaway Truck Line, Inc. 027756-17

   B. TNT United Truck Lines, Inc. 385 295-82

2. Name of the surviving corporation: TNT Reddaway Truck Line, Inc.

3. A copy of the plan of merger is attached.

4. Corporation A - check the appropriate statement:
   ☐ Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
   ☒ Shareholder/membership approval was required. The vote was as follows:

If Corporation A is a business corporation

Class(es) entitled to vote	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
1	40 1/2	40 1/ 2	40 1/2	0

If Corporation A is a nonprofit corporation

Class(es) or series of shares	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

Corporation B - check the appropriate statement:

☐ Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
☒ Shareholder/membership approval was required. The vote was as follows:

If Corporation B is a business corporation

Class(es) entitled to vote	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
1	14	14	14	0

If Corporation B is a nonprofit corporation

Class(es) or series of shares	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

Execution for Surviving Corporation

/s/ Jared J. McArthur	Jared J. McArthur	President
Signature	Printed Name	Title

Person to contact about this filing: Richard C. Pagano (708) 692-0286
Name Daytime phone number

MAKE CHECKS PAYABLE TO THE CORPORATION DIVISION OR INCLUDE YOUR *VISA OR MASTERCARD* NUMBER AND EXPIRATION DATE _____-_____-_____-_____ __/____. SUBMIT THE COMPLETED FORM AND FEE TO THE ABOVE ADDRESS OR FAX TO (503) 378-4381.
117 (11/93)

(OREGON - 1403 - 10/25/94)

EXHIBIT A

PLAN OF MERGER BETWEEN
TNT UNITED TRUCK LINES, INC. AND
TNT REDDAWAY TRUCK LINE, INC.

PLAN OF MERGER approved on November 29, 1995 by TNT United Truck Lines, Inc. (the Company) which is a business corporation organized under the laws of the State of Washington by resolution adopted by its Board of Directors on said date, and approved on November 29, 1995 by TNT Reddaway Truck Line, Inc. (TNT Reddaway) which is a business corporation organized under the laws of the State of Oregon by resolution adopted by its Board of Directors on said date.

1. The Company and TNT Reddaway shall, pursuant to the provisions of the Washington Business Corporation Act and the Oregon Business Corporation Act (the Acts), be merged with and into a single corporation with TNT Reddaway being the surviving corporation upon the effective date of the merger. TNT Reddaway shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Acts. The separate existence of the Company shall cease upon the effective date of the merger in accordance with the provisions of the Acts.

2. Upon the effective date of the merger, the articles of incorporation of TNT Reddaway shall continue in full force and effect unless changed, altered or amended in the manner prescribed by the provisions of the Acts.

3. Upon the effective date of the merger, the By-laws of TNT Reddaway shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Acts.

4. The directors and officers of TNT Reddaway upon the effective date of the merger shall continue to be members of the Board of Directors and officers of TNT Reddaway, respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of TNT Reddaway.

5. The number of outstanding shares of the Company is fourteen (14), all of which are one class, at one hundred dollars ($100.00) per share, par value, and the number of outstanding shares of TNT Reddaway are forty (40 1/2), all of which are one class, at one hundred dollars (S100.00) per share, par value. Each issued share of the Company shall, upon the effective date of the merger, be surrendered extinguished. The issued shares of TNT Reddaway shall not be converted or exchange any manner, and each share shall continue to represent one issued and outstanding share of TNT Reddaway as of the effective date of the merger.

6. This Plan of Merger has been approved by the Boards of Directors of both corporations by Unanimous Written Consent on November 29, 1995, in accordance with the Acts.

7. In the event that the merger of the Company with and into TNT Reddaway shall have been fully authorized in accordance with the provisions of the Acts, the Company and TNT Reddaway hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the States of Washington and Oregon; and that they will cause to be performed all necessary acts to effectuate the merger.

8. The officers of both corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

Survivor's Registry Number:

027756-17

ARTICLES OF MERGER
Business and/or Nonprofit Corporations
PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Names of the corporations proposing to merge:

   A. TNT Reddaway Truck Line, Inc.

   B. Transit Service Co. (Not of record in Org.)

2. Name of the surviving corporation: TNT Reddaway Truck Line, Inc.

3. A copy of the plan of merger is attached.

4. Corporation A - check the appropriate statement:
   ☐ Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
   ☒ Shareholder/membership approval was required. The vote was as follows:

If Corporation A is a business corporation

Class(es) entitled to vote	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
1	40 1/2	40 1/ 2	40 1/2	0

If Corporation A is a nonprofit corporation

Class(es) or series of shares	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

Corporation B - check the appropriate statement:

☐ Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
☒ Shareholder/membership approval was required. The vote was as follows:

If Corporation B is a business corporation

Class(es) entitled to vote	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
1	200	200	200	0

If Corporation B is a nonprofit corporation

Class(es) or series of shares	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

Execution for Surviving Corporation

/s/ Jared J. McArthur	Jared J. McArthur	President
Signature	Printed name	Title

Person to contact about this filing: Richard C. Pagano (708) 692-0286
Name Daytime phone number

MAKE CHECKS PAYABLE TO THE CORPORATION DIVISION OR INCLUDE YOUR *VISA OR MASTERCARD* NUMBER AND EXPIRATION DATE _____-_____-_____-_____ __/____. SUBMIT THE COMPLETED FORM AND FEE TO THE ABOVE ADDRESS OR FAX TO (503) 378-4381.

117 (11/93)

(OREGON - 1403 - 10/25/94)

EXHIBIT A

PLAN OF MERGER BETWEEN
TNT REDDAWAY TRUCK LINE, INC. AND
TRANSIT SERVICE CO.

PLAN OF MERGER approved on January 5, 1996 by Transit Service Co. (Transit Service) which is a business corporation organized under the laws of the State of Washington by resolution adopted by its Board of Directors on said date, and approved on January 5, 1996 by TNT Reddaway Truck Line, Inc. (TNT Reddaway) which is a business corporation organized under the laws of the State of Oregon by resolution adopted by its Board of Directors on said date.

1. Transit Service and TNT Reddaway shall, pursuant to the provisions of the Oregon Business Corporation Act (the Act), be merged with and into a single corporation with TNT Reddaway being the surviving corporation upon the effective date of the merger. TNT Reddaway shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Act. The separate existence of Transit Service shall cease upon the effective date of the merger in accordance with the provisions of the Act.

2. The merger shall become effective on February 12, 1996.

3. Upon the effective date of the merger, the articles of incorporation of TNT Reddaway shall continue in full force and effect unless changed, altered or amended in the manner prescribed by the provisions of the Act.

4. Upon the effective date of the merger, the By-Laws of TNT Reddaway shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Act.

5. The directors and officers of TNT Reddaway upon the effective date of the merger shall continue to be members of the Board of Directors and officers of TNT Reddaway, respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of TNT Reddaway.

6. The number of outstanding shares of Transit Service is two hundred (200), which is one class, at $1 par value per share, and the number of outstanding shares of TNT Reddaway are forty and one-half (40 1/2), all of which are one class, at $100 par value per share. Each issued share of Transit Service shall, upon the effective date of the

merger, be surrendered and extinguished. The issued shares of TNT Reddaway shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of TNT Reddaway as of the effective date of the merger.

7. This Plan of Merger has been approved by the Board of Directors of Transit Service and the Board of Directors of TNT Reddaway by Unanimous Written Consent on January 5, 1996, in accordance with the Oregon Business Corporation Act.

8. In the event that the merger of Transit Service with and into TNT Reddaway shall have been fully authorized in accordance with the provisions of the Act, Transit Service and TNT Reddaway hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the State of Oregon; and that they will cause to be performed all necessary acts to effectuate the merger.

9. The officers of both corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

Registry Number:

027756-17

ARTICLES OF AMENDMENT
By Incorporators, Directors or Shareholders
PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Name of the corporation prior to amendment:

   TNT REDDAWAY TRUCK LINE, INC.

2. State the article number(s) and set forth the article(s) as it is amended to read or attach a separate sheet.

   ARTICLE I

   The name of the company is USF Reddaway Inc.

3. The amendment(s) was adopted on February 15, 1996, (if more than one amendment was adopted, identity the date of adoption of each amendment.)

4. Check the appropriate statement:

   ☒ Shareholder action was required to adopt the amendment(s). The vote was as follows:

Class or series of shares	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
Common	40.5	40.5	40.5	0

   ☐ Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the board of directors without shareholder action.

   ☐ The corporation has not issued any shares of stock. Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the incorporators or by the board of directors.

Execution: /s/ JARED J. MCARTHUR (Signature) | JARED J. MCARTHUR (Printed Name) | PRESIDENT (Title)

Person to contact about this filing: R. Pagano (Name) | 847/692-0286 (Daytime phone number)

MAKE CHECKS PAYABLE TO THE CORPORATION DIVISION OR INCLUDE YOUR *VISA OR MASTERCARD* NUMBER AND EXPIRATION DATE _____-_____-_____-_____ __/____. SUBMIT THE COMPLETED FORM AND FEE TO THE ABOVE ADDRESS OR FAX TO (503) 378-4381.

112(11/93)

Exhibit 3.24

BYLAWS OF

Reddaway's Truck Line, Inc.

ARTICLE I

SHAREHOLDERS: MEETINGS AND VOTING

Section 1. PLACE OF MEETINGS

Meetings of the shareholders shall be held at 4000 N. E. Clackamas River Drive, Oregon City, Oregon, 97045.

Section 2. ANNUAL MEETINGS

The annual meeting of the shareholders shall be held on the 2nd day of February of each year, if not a legal holiday, and if a legal holiday then on the next succeeding business day, at such time as may be prescribed by the Board of Directors and specified in the notice of the meeting. At the annual meeting the shareholders shall elect by vote a Board of Directors, consider reports of the affairs of the Corporation and transact such other business as may properly be brought before the meeting.

Section 3. SPECIAL MEETINGS

Special meetings of the shareholders may be called at any time by the President, any two or more directors, or the holders of not less than one tenth of all the shares entitled to vote at such meeting.

Section 4. NOTICE OF MEETINGS

(a) Written or printed notice stating the place, day and hour of the meeting and, in 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 or persons 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 addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

(b) When a meeting is adjourned for thirty (30) days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

Section 5. QUORUM

(a) At any meeting of the shareholders the holders of a majority of the shares entitled to vote being present in person or represented by proxy shall constitute a quorum for the transaction of business. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

(b) In the absence of a quorum a majority of those present in person or represented by proxy may adjourn the meeting

from time to time until a quorum shall attend. Any business which might have been transacted at the original meeting may be transacted at the adjourned meeting if a quorum exists.

Section 6. VOTING RIGHTS

The persons entitled to receive notice of and to vote at any shareholders' meeting shall be determined from the records of the corporation on the date of mailing of the notice or on such other date not more than fifty (50) nor less than ten (10) days before such meeting as shall be fixed in advance by the Board of Directors.

Section 7. VOTING OF SHARES BY CERTAIN HOLDERS

(a) Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the Board of Directors of such corporation may determine.

(b) Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

(c) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

(d) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

(e) Neither treasury shares, nor shares of its own stock held by a corporation in a fiduciary capacity, nor shares held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation is held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

Section 8. PROXIES

Every shareholder entitled to vote or to execute any waiver or consent may do so either in person or by written proxy duly executed and filed with the Secretary of the corporation. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. VOTING LISTS

The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address

of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

ARTICLE II

DIRECTORS: MANAGEMENT

Section 1. POWERS

The business and affairs of the corporation shall be managed by a Board of Directors who shall exercise or direct the exercise of all corporate powers except to the extent shareholder authorization is required by law, the articles of incorporation or these bylaws.

Section 2. NUMBER

The Board of Directors shall consist of two members until the number be changed by the Board of Directors by amendment of these bylaws. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 3. ELECTION AND TENURE OF OFFICE

The directors shall be elected by ballot at the annual meeting of the shareholders, to serve for one year or until qualified successors are elected and accept office. Their term of office shall begin immediately after election.

Section 4. VACANCIES

(a) A vacancy in the Board of Directors shall exist upon the death, resignation or removal of any director.

(b) Vacancies in the Board of Directors may be filled by a majority of the remaining directors though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the unexpired term of his predecessor and until his qualified successor is elected and accepts office.

(c) The shareholders may at any time elect a director to fill any vacancy not filled by the directors, and shall elect the additional directors in the event an amendment of the bylaws is adopted increasing the number of directors.

(d) If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 5. REMOVAL OF DIRECTORS

The entire Board of Directors or any individual director may be removed from office by a majority vote of the shareholders at a special meeting called for that purpose.

Section 6. MEETINGS

(a) Meetings of the Board of Directors shall be held at such place as may be designated from time to time by the Board of Directors or other person calling the meeting.

(b) Annual meetings of the Board of Directors shall be held without notice immediately following the adjournment of the annual meetings of the shareholders.

(c) Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, by any Vice-President or by any two directors.

Section 7. NOTICE OF SPECIAL MEETINGS

(a) Notice of the time and place of special meetings shall be given orally or delivered in writing personally or by mail or telegram at least 24 hours before the meeting. Notice shall be sufficient if actually received at the required time or if mailed or telegraphed not less than 48 hours before the meeting from the place where the corporation’s principal place of business is located. Notice mailed or telegraphed shall be directed to the address shown on the corporate records or to the director’s actual address ascertained by the person giving the notice.

(b) Notice of the time and place of holding an adjourned meeting need not be given if such time and place be fixed at the meeting adjourned.

(c) Attendance of a director at a 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.

Section 8. QUORUM AND VOTE

(a) A majority of the directors shall constitute a quorum for the transaction of business. A minority of the directors, in the absence of a quorum, may adjourn from time to time but may not transact any business.

(b) The action of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

ARTICLE III

OFFICERS

Section 1. DESIGNATION; ELECTION; QUALIFICATION

(a) The officers shall be a President and a Secretary and such Vice-Presidents and subordinate officers as the Board of Directors shall from time to time appoint, none of whom need be members of the Board of Directors. The officers shall be elected by, and hold office at the pleasure of the Board of Directors. Any two offices may be held by the same person except the offices of President and Secretary.

(b) A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the bylaws for regular appointments in such office.

Section 2. COMPENSATION AND TERM OF OFFICE

(a) The compensation and term of office of all the officers of the corporation shall be fixed by the Board of Directors.

(b) Any officer may be removed, either with or without cause, by action of the Board of Directors.

(c) Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the corporation. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided that the Board of Directors may reject any post-dated resignation by notice in writing to the resigning officer.

(d) This section shall not affect the rights of the corporation or any officer under any express contract of employment.

Section 3. PRESIDENT

The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and affairs of the corporation. He shall preside at all meetings of the shareholders and of the Board of Directors. He shall be ex-officio a member of all the standing committees, including the executive committee, if any, shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the bylaws.

Section 4. VICE-PRESIDENTS

The Vice-Presidents, if any, shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President his duties and powers shall be performed and exercised by the senior Vice-President as designated by the Board of Directors.

Section 5. SECRETARY

(a) The Secretary shall keep or cause to be kept at the principal office or such other place as the Board of Directors may order, a book of minutes of all meetings of directors and shareholders showing the time and place of the meeting, whether it was regular or special, and if special, how authorized, the notice given, the names of those present at Directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

(b) The Secretary shall keep or cause to be kept at the principal office or at the office of the corporation's transfer agent, a share register, or a duplicate share register, showing the names of the shareholders and their addresses, the number

and classes of shares held by each, the number and date of certificates issued for such shares, and the number and date of cancellation of certificates surrendered for cancellation.

(c) The Secretary shall give or cause to be given such notice of the meetings of the shareholders and of the Board of Directors as is required by the bylaws. He shall keep the seal of the corporation and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or bylaws.

Section 6. TREASURER

The Treasurer, if any, shall be responsible for the funds of the corporation, and pay them out only on the check of the corporation signed in the manner authorized by the Board of Directors.

Section 7. ASSISTANTS

The Board of Directors may appoint or authorize the appointment of assistants to the Secretary or Treasurer or both. Such assistants may exercise the power of the Secretary or Treasurer, as the case may be, and shall perform such duties as are prescribed by the Board of Directors.

ARTICLE IV

EXECUTIVE AND OTHER COMMITTEES

Subject to law, the provisions of the articles of incorporation and the bylaws, the Board of Directors may appoint an executive committee and such other committees as may be necessary from time to time, consisting of such number of its members and having such powers as it may designate. Such committees shall hold office at the pleasure of the Board.

ARTICLE V

CORPORATE RECORDS AND REPORTS - INSPECTION

Section 1. RECORDS

The corporation shall maintain adequate and correct books, records and accounts of its business and properties. All of such books, records and accounts shall be kept at its place of business as fixed by the Board of Directors from time to time, except as otherwise provided by law.

Section 2. INSPECTION OF BOOKS AND RECORDS

All books, records and accounts of the corporation shall be open to inspection by the shareholders in the manner and to the extent required by law.

Section 3. CERTIFICATION AND INSPECTION OF BYLAWS

The original or a copy of the bylaws and any amendments thereto, certified by the Secretary, shall be open to inspection by the shareholders and directors in the manner and to the extent required by law.

Section 4. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 5. EXECUTION OF DOCUMENTS

The Board of Directors may, except as otherwise provided in the bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

ARTICLE VI

CERTIFICATES AND TRANSFER OF SHARES

Section 1. CERTIFICATES FOR SHARES

(a) Certificates for shares shall be in such form as the Board of Directors may designate, shall designate the state law under which the corporation is organized, shall state the name of the record holder of the shares represented thereby, the number of the certificate, the date of issuance, the number of shares for which it is issued, the par value of such shares, if any, or that such shares are without par value, the rights, privileges, preferences and restrictions of the stock, if any, the provisions as to redemption or conversion, if any, and shall make reference to any liens or restrictions upon transfer or voting.

(b) Every certificate for shares must be signed by the President or a Vice-President and the Secretary or an Assistant Secretary or, if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or an employee of the corporation, may be authenticated by facsimiles of the signatures of such officers.

Section 2. TRANSFER ON THE BOOKS

Upon surrender to the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 3. LOST, STOLEN OR DESTROYED CERTIFICATES

In the event a certificate is represented to be lost, stolen or destroyed, a new certificate shall be issued in place thereof upon such proof of the loss, theft or destruction and upon the giving of such bond or other security as may be required by the Board of Directors.

Section 4. TRANSFER AGENTS AND REGISTRARS

The Board of Directors may from time to time appoint one or more transfer agents and one or more registrars for the shares of the corporation who shall have such powers and duties as the Board of Directors shall specify.

Section 5. CLOSING STOCK TRANSFER BOOKS

The Board of Directors may close the transfer books for a period not exceeding fifty (50) days nor less than ten (10) days preceding any annual or special meeting of the shareholders or the day appointed for the payment of a dividend.

ARTICLE VII

GENERAL PROVISIONS

Section 1. SEAL

The corporate seal shall be circular in form, and shall have inscribed thereon the name of the corporation and the state of its incorporation.

Section 2. AMENDMENT OF BYLAWS

(a) Except as otherwise provided by law, the Board of Directors may amend or repeal these bylaws or adopt new by-laws.

(b) Whenever an amendment or new bylaw is adopted, it shall be copied in the minute book with the original bylaws in the appropriate place. If any bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in such book and place.

Section 3. WAIVER OF NOTICE

Whenever any notice to any shareholder or director is required by law, the articles of incorporation or the bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.

Section 4. ACTION WITHOUT A MEETING

Any action which the law, the articles of incorporation or the bylaws require or permit the shareholders or directors to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the shareholders or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the shareholders or directors, shall be filed in the records of minutes of the corporation.

Exhibit 3.25

ARTICLES OF INCORPORATION

DOMESTIC BUSINESS CORPORATION
A CLOSE CORPORATION

010 NAME OF CORPORATION
Glen Moore Transport, Inc.

011 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE)
33 Springton Road, R.D. # 2

012 CITY	033 COUNTY	013 STATE	064 ZIP CODE
Glenmoore	Chester	Pennsylvania	19343

050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

To engage in and do any and all lawful acts concerning any or all lawful business for which corporations may be incorporated under the Business Corporation Law of Pennsylvania, Act of May 5, 1933, P.L. 364, as amended or as it may be amended.

The Aggregate Number of Shares, Classes of Shares and Par Value of Shares Which the Corporation Shall Have Authority to Issue:

040 Number and Class of Shares	041 Stated Par Value Per Share If Any	042 Total Authorized Capital	031 Term of Existence
5,000 shs. Common no par	$1.00 each	$5,000.00	Perpetual

The Name and Address of Each Incorporator and the Number and Class of Shares Subscribed to by Each Incorporator

060 Name	061, 062 063, 064 Address (Street, City, State, Zip Code)	Number & Class of Shares
Glenvar E. Harman	1394 Horseshoe Pike Downingtown, PA 19335	10 shares common

IN TESTIMONY WHEREOF, THE INCORPORATOR(S) HAS (HAVE) SIGNED AND SEALED THE ARTICLES OF INCORPORATION THIS 12th DAY OF MAY 1986

/s/ Glenvar E. Harman

May 27, 1986

/s/ Robert A. Gleason, Jr.

Secretary of the Commonwealth
Department of State
Commonwealth of Pennsylvania

Filed with the Department of State on Nov 05 1992

/s/ [Illegible]
Secretary of the Commonwealth

STATEMENT OF CHANGE OF REGISTERED OFFICE

Indicate type of entity

Domestic Business Corporation

1. The name of the corporation or limited partnership is: Glen Moore Transport, Inc.

2. The address of this corporation's or limited partnership's current registered office in this Commonwealth the Department is hereby authorized to correct the following address to conform to the records of the Department):

33 Springton Road RD#2	Glen Moore	PA	19343	Chester
Number and Street	City	State	Zip	County

3. The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

1511 Commerce Avenue	Carlisle	PA	17013	Cumberland
Number and Street	City	State	Zip	County

4. Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation or limited partnership has caused this statement to be signed by a duly authorized officer this 16th day of October 1992.

Glen Moore Transport, Inc.
Name of Corporation/Limited Partnership

BY: /s/ David L McGowan
Signature

TITLE: David McGowan, President

4. The plan of merger shall be effective upon filling these Articles of Merger in the Department of State.

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of Corporation	Manner of Adoption
Glen Moore Transport, Inc.	Adopted by action of the board of directors of the Corporation pursuant to 15 Pa C.S. §1924(b)(ii)

6. (Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7. The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, the undersigned corporation of each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 2nd day of August, 1999

Glen Moore Transport, Inc.
(Name of Corporation)

BY: /s/ David McGowan
(Signature)
TITLE: President

Barr Corporation
(Name of Corporation)

BY: /s/ David McGowan
(Signature)
TITLE: President

Underwood Truck Lines, Inc.
(Name of Corporation)

BY: /s/ David McGowan

PLAN AND AGREEMENT OF MERGER
BY AND BETWEEN
GLEN MOORE TRANSPORT, INC.,
A PENNSYLVANIA CORPORATION
AND
UNDERWOOD TRUCK LINES, INC., AN INDIANA CORPORATION AND
BARR CORPORATION, AN INDIANA CORPORATION

THIS PLAN AND AGREEMENT OF MERGER is made as of this 30th day of July, 1999 pursuant to Section 1921 of the Pennsylvania Business Corporation Law and 23-1-40-1 of the Indiana Business Corporation Law, by and among Glen Moore Transport, Inc., a Pennsylvania corporation (the **"Surviving Corporation"**) and Underwood Truck Lines, Inc., an Indiana corporation (**"Underwood"**) and Barr Corporation, an Indiana corporation (**"Barr"**, and together with Underwood, the **"Terminating Corporations"**) (the **"Agreement"**).

RECITALS

(a) Underwood is authorized to issue an aggregate of 1,000 shares of no par value, common stock, of which 500 are issued and outstanding.

(b) Barr is authorized to issue an aggregate of 1,000 shares of no par value, common stock, of which 500 are issued and outstanding.

(c) The Surviving Corporation is authorized to issue 300,000 shares of no par value common stock, of which 100,000 shares are issued and outstanding.

The respective Boards of Directors of the Terminating Corporations and the Surviving Corporation have determined that it is in the best interests of the respective parties to merge the Terminating Corporations into the Surviving Corporation (the **"Merger"**) on the terms and conditions herein contained in order to create a single corporation organized under the laws of the State of Pennsylvania.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties to this Agreement, in consideration of the premises, mutual covenants, agreements and provisions herein contained, do hereby agree to and prescribe the terms and conditions of the Merger and the mode of carrying the same into effect as follows

1. **Merger**. The Terminating Corporations shall be merged into the Surviving Corporation.

2. **Effective Date**. The Merger shall be effective upon the filing of the Articles of Merger with the Indiana Secretary of State and the Commonwealth of Pennsylvania (the **"Effective Date"**).

3. **Surviving Corporation**. The Surviving Corporation shall survive the Merger and shall continue to be governed by the laws of the Commonwealth of Pennsylvania, but the separate corporate existence of the Terminating Corporations shall cease forthwith upon the Effective Date, or as soon thereafter as is reasonably possible.

4. **Articles of Incorporation**. The present Articles of Incorporation of the Surviving Corporation shall continue to be the Surviving Corporation's Articles of Incorporation following the Effective Date, unless and until the same shall be otherwise amended or repealed in accordance with the provisions thereof and in accordance with the laws of the Commonwealth of Pennsylvania.

5. **By-Laws**. The present By-Laws of the Surviving Corporation shall be the By-Laws of the Surviving Corporation following the Effective Date unless and until the same shall be otherwise amended or repealed in accordance with the provisions thereof and of the Surviving Corporation's Articles of Incorporation and in accordance with the laws of the Commonwealth of Pennsylvania.

6. **Directors and Officers**. The present officers and directors of the Surviving Corporation shall continue in office until their successors shall have been duly elected and qualified.

7. **Conversion of Outstanding Shares of Terminating Corporations**. The manner and basis of converting the outstanding shares of capital stock of the Terminating Corporations into shares of the Surviving Corporation shall be as follows:

As of the Effective Date, by virtue of the Merger and without any further action on the part of the Surviving Corporation, the Terminating Corporations, or the holders thereof, each share of common stock of the Terminating Corporations outstanding immediately prior to the Effective Date shall be cancelled.

8. **Transfer of Tangible and Intangible Property Interests upon the Effective Date**. Immediately upon the Effective Date all the real and personal property rights and interests, privileges, franchises, patents, trade secrets, confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of each of the Terminating Corporations, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Corporation without further act or deed; and all property, rights and every other interest of the Surviving Corporation and of each of the Terminating Corporations shall be as effectively the property of the Surviving Corporation as they theretofore were of the Surviving Corporation and the Terminating Corporations, respectively. Each of the Terminating Corporations and its directors and officers hereby agree from time to time as and when requested by the Surviving Corporation or by its successors and assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest in, and confirm to, the Surviving Corporation, title to and possession of any and all property of such Terminating Corporations acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out all of the intents and purposes hereof. The proper officers and directors of each of the Terminating Corporations and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of the Terminating Corporations and the Surviving Corporation, respectively, to take any and all such actions on behalf of the respective corporations.

9. **Assumption of Contracts**. Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Act, with respect to the legal effect of the Merger, all of the contracts and agreements to which each of the Terminating Corporations is a party shall be automatically assumed by the Surviving Corporation.

10. **Representations and Warranties of the Terminating Corporations**. Each of the Terminating Corporations hereby represents and warrants to the Surviving Corporation that as of the date hereof and as of the Effective Date:

(a) Each of the Terminating Corporations is a corporation duly organized, validly existing and in good standing under the laws of its respective jurisdiction, with full power and authority (corporate and other) to own, lease and operate its properties and conduct its business as it now is being conducted.

(b) The execution, delivery and performance by the Terminating Corporations of the Agreement have been duly and validly authorized and approved by all necessary corporate action on the part of Terminating Corporations.

(c) The Terminating Corporations have the corporate power and authority to enter into and perform its obligations under the Agreement. Neither the execution and delivery nor the performance by the Terminating Corporations of its obligations under the Agreement will conflict with or result in a material breach of any of the terms or provisions of, or constitute a material default under, any statute, any indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Terminating Corporations are a party, the Terminating Corporations' charters or by-laws or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Terminating Corporations or any of their properties.

11. **Representations and Warranties of the Surviving Corporation**. The Surviving Corporation hereby represents and warrants to the Terminating Corporations that as of the date hereof and as of the Effective Date:

(a) The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, with full power and authority (corporate and other) to own, lease and operate its properties and conduct its business as it now is being conducted.

(b) The execution, delivery and performance by the Surviving Corporation of the Agreement have been duly and validly authorized and approved by all necessary corporate action on the part of Surviving Corporation.

(c) The Surviving Corporation has the corporate power and authority to enter into and perform its obligations under the Agreement. Neither the execution and delivery nor the performance by the Surviving Corporation of its obligations under the Agreement will conflict with or result in a material breach of any of the terms or provisions of, or constitute a material default under, any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Surviving Corporation is a party, the Surviving Corporation's charter or by-laws or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Surviving Corporation or any of its properties.

12. **Survival of Representations**. All representations and warranties of the Terminating Corporations and of the Surviving Corporation contained in this or any other instrument delivered by or on behalf of any of them are true and correct now, and will be true and correct on the Effective Date with the same force and effect as if made on and as of said date.

13. **Entire Agreement**. This Agreement constitutes the entire agreement by and between the parties hereto with respect to the matters herein contemplated.

14. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns.

15. **Revocability of the Agreement**. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of the Terminating Corporations or of the Surviving Corporation at any time prior to the date of the filing of the Merger.

16. **Further Assurances**. From time to time prior to or after the Effective Date, at any party's request and without further consideration, the other party or parties shall execute and deliver such further documents and take such further action as may reasonably be requested of them in order to more effectively consummate the transactions contemplated hereunder in accordance with the terms and intent of the Merger and of this Agreement.

17. **Non-Waiver**. The failure of any party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition of this Agreement unless such waiver is contained in writing signed by or on behalf of all parties.

18. **Binding Effect**. This Agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their successors and assigns.

19. **Amendment**. At any time prior to the date of filing with the Illinois Secretary of State and Delaware Secretary of State, this Agreement may be modified only in writing signed by the person against whom the modification is sought to be enforced.

20. **Governing Law**. This Agreement shall be governed by and all rights and obligations of the parties hereunder shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. **Headings**. The headings and titles used herein are for convenience only. They do not constitute a part hereof and shall not be deemed to limit or characterize any provisions hereof.

22. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have dully this Agreement on the date first written above.

GLEN MOORE TRANSPORT, INC.
a Pennsylvania corporation

By: /s/ David L. McGowan
Name: David L. McGowan
Title: President and Chief Executive Officer

UNDERWOOD TRUCK LINES, INC.
an Indiana corporation

By: /s/ David L. McGowan
Name: David L. McGowan
Title: President

BARR CORPORATION
an Indiana corporation

By: /s/ David L. McGowan
Name: David L. McGowan
Title: President

Filed with the Department of State on JAN 25, 1994

/s/ [Illegible]

Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION

In compliance with the requirements of 15 Pa.CS. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: Glen Moore Transport, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a)	1511 Commerce Avenue,	Carlisle,	PA	17013	Cumberland
	Number and Street	City	State	Zip	County
(b)					
	Name of Commercial Registered Office Provider				County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statue by or under which it was incorporated is: Business Corporation Law, Act of May 5, 1933, P.L. 364, as amended

4. The original date of its incorporation is: May 27, 1986

5. (Check, and if appropriate complete, one of the following):

☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☐ The amendment shall be effective on: _____

6. (Check one of the following):

☒ The amendment was adopted by the shareholders pursuant to 15 Pa.C.S. § 1914(a) and (b).

☐ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914 (c).

7. (Check and if appropriate complete, one of the following):

☒ The amendment adopted by the corporation, set forth in full, is as follows:

The statutory close corporation status is hereby terminated and all reference in the Articles of Incorporation referring to the corporation as a "close corporation" and all provisions regulating the status of the corporation as a close corporation shall be and are hereby deleted. The corporation shall hereafter be a business corporation as defined under the Business Corporation Law of 1988, as amended.

The total number of authorized shares is hereby increased from 5,000 to 300,000 with no stated par value. The authorized capital of $5,000.00 stated in the original Articles shall be and is hereby deleted.

The amendment adopted by the corporation as set forth in full in Exhibit A, attached hereto and made a part hereof.

8. (Check if the amendment restates the Articles):

☐ The restated Articles of incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 21st day of January,1994.

Glen Moore Transport, Inc.
(Name of Corporation)

BY: /s/ David L. McGowan
(Signature)

TITLE: President

Filed with the Department of State on AUG 03 1999

/s/ Kim Pizzingrilli
Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: Glen Moore Transport, Inc.

2. (Check and complete one of the following):

☒ The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 1511 Commerce, Carlisle, PA 17013 Cumberland
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

☐ The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) **address** of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

☐ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domicillary jurisdiction is:

_____
Number and Street City State Zip

3. The **name** and the **address** of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider			County
Barr Corporation	(not qualified in PA)	P.O. Box 100, Brazil, IN	47834	
Underwood Truck Lines, Inc.	(not qualified in PA)	P. O. Box 100, Brazil, IN	47834	

Filed with the Department of State on JAN 24 2000

/s/ Kim Pizzingrilli
Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend the Articles, hereby state that:

1. The name of the corporation is: Glen Moore Transport, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 1711 Shearer Drive, Carlisle, PA 17013 Cumberland
Number and Street City State Zip County

(b) c/o _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county is (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: Pennsylvania
4. The date of its incorporation is: May 27, 1986
5. (Check, and if appropriate complete, one of the following):

☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☐ The amendment cost shall be effective on _____ at _____
Date Hour

6. (Check one of the following):

☒ The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).

☐ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

☒ The amendment adopted by the corporation, set forth in full, is as follows:

The name of the corporation is USF Glen Moore Inc.

☐ The amendment adopted by the corporation as set forth in full in Exhibit A attached hereto and made a part hereof.

1. ☐ The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 6th day of January, 2000

GLEN MOORE TRANSPORT, INC.
(Name of Corporation)

BY: /s/ David L. McGowan
(Signature)

TITLE: David L. McGowan, President

Filed with the Department of State on MAY 31 2000

/s/ Kim Pizzingrilli
Secretary of the Commonwealth

STATEMENT OF CHANGE OF REGISTERED OFFICE

Indicate type of entity

Domestic Business Corporation (15 Pa.C.S. § 1507)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name of the corporation or limited partnership is: USF Glen Moore Inc.

2. The address of this corporation's or limited partnership's current registered office in this Commonwealth (the Department is hereby authorized to correct the following information to conform to the records of the Department):

1711 Shearer Drive,	Carlisle,	PA	17013	
Number and Street	City	State	Zip	County

3.

(a) The registered office of the corporation or limited partnership shall be provided by:

c/o: CT Corporation System	Philadelphia
Name of Commercial Registered Office Provider	County

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (a) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.

4. (Strike out if a limited partnership): Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation or limited partnership has caused this statement to be signed by a duly authorized officer thereof this 8th day of May, 2000.

USF GLEN MOORE INC.
(Name of Corporation/ Limited Partnership)

BY: /s/ Richard C. Pagano
(Signature)

TITLE: Secretary

Filed with the Department of State on SEP 25 2000

/s/ Kim Pizzingrilli

Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The **name** of the corporation surviving the merger is: USF GLEN MOORE INC.

2. **(Check and complete one of the following):**

☒ The surviving corporation is a domestic business corporation and the (a) **address** of its current registered office in this Commonwealth or (b) **name** of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
Number and Street City State Zip County

(b) c/o: CT Corporation System Philadelphia
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

☐ The surviving corporation is a qualified foreign business corporation incorporated under the laws of and the (a) **address** of its current registered office in this Commonwealth or (b) **name** of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

☐ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of and the address of its principal office under the laws of such domiciliary jurisdiction is:

_____
Number and Street City State Zip

3. The **name** and the **address** of the registered office in this Commonwealth or **name** of its commercial registered office provider and the county of venue of each other domestic Business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
Tri-Star Transportation, Inc.	CT Corporation System, 530 Gay Street, Knoxville, TN - Not qualified in PA	

4. **(Check, and if appropriate complete, one of the following):**

☒ The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

☐ The plan of merger shall be effective on: _____ at _____
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of Corporation	Manner of Adoption
USF Glen Moore Inc.	Plan of Merger

6. **(Strike out this paragraph if no foreign corporation is a party to the merger).** The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7. **(Check, and if appropriate complete, one of the following):**

☒ The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

☐ Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

_____
Number and Street City State Zip County

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 21st day of September, 2000.

USF GLEN MOORE INC.
(Name of Corporation)

BY: /s/ Christopher L. Ellis
(Signature)
TITLE: Christopher L. Ellis, Vice President

TRI-STAR TRANSPORTATION, INC.
(Name of Corporation)

BY: /s/ Christopher L. Ellis
(Signature)
TITLE: Christopher L. Ellis, Vice President

Exhibit A

PLAN OF MERGER BETWEEN
TRI-STAR TRANSPORTATION, INC.
INTO
USF GLEN MOORE INC.

PLAN OF MERGER approved on September 21, 2000 by Tri-Star Transportation, Inc. which is a business corporation organized under the Act of the State of Tennessee by resolution adopted by its Board of Directors on said date and approved on September 21, 2000 by USF Glen Moore Inc. which is a business corporation organized under the Act of the State of Pennsylvania by resolution adopted by its Board of Directors on said date.

1. Tri-Star Transportation, Inc. and USF Glen Moore Inc. shall, pursuant to the provisions of the Tennessee Business Corporation Act and the Pennsylvania Business Corporation Law collectively referred to as ("the Act"), be merged with and into a single corporation with USF Glen Moore Inc. being the surviving corporation under its present name pursuant to the provisions of the Act. The separate existence of Tri-Star Transportation, Inc. shall cease upon the effective date of the merger in accordance with the provisions of the Act.

2. The merger shall become effective on the filing date.

USF Glen Moore Inc. shall continue in full force and effect unless changed, altered, or amended in the manner prescribed by the provisions of the Act.

4. Upon the effective date of the merger, the By-Laws of USF Glen Moore Inc. shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Act.

5. The Directors and Officers of USF Glen Moore Inc. upon the effective date of the merger, shall continue to be members of the Board of Directors and Officers of USF Glen Moore Inc., respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of USF Glen Moore Inc.

6. The number of outstanding shares of Tri-Star Transportation, Inc. is One Thousand (1,000) all of which are one class, at no par per share, and the number of outstanding shares of USF Glen Moore Inc. is One Hundred Thousand (100,000), all of which are one class, at no par value per share. Each issued share of Tri-Star Transportation, Inc. shall, upon the effective date of the merger, be surrendered and extinguished. The issued shares of USF Glen Moore Inc. shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of USF Glen Moore Inc. as of the effective date of the merger.

7. This Plan of Merger has been approved by the Board of Directors of Tri-Star Transportation, Inc. and the Board of Directors of USF Glen Moore Inc. by Unanimous Written Consent on September 21, 2000, in accordance with the Act.

8. In the event that the merger of Tri-Star Transportation Inc. with and into USF Glen Moore Inc. shall have been fully authorize in accordance with the provisions of the Act, and USF Glen Moore Inc. hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the Act of the State of Tennessee; and that they will cause to be performed all necessary Laws to effectuate the merger.

9. The officers of the two corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

ARTICLES OF MERGER
of
TRI-STAR TRANSPORTATION, INC.
Into
USF GLEN MOORE INC.

Pursuant to the provisions of the Tennessee Business Corporation Act, the undersigned corporations hereby execute the following articles of merger:

1. The plan of merger is as follows:

2. Approval by the shareholders of the corporation was required by chapter 21 of the Tennessee Business Corporation Act and that the plan of merger was approved by the affirmative vote of the required percentage of all of (the votes entitled to be cast) (the votes entitled to be cast by each voting group having the right to vote separately on the plan and the votes cast by the outstanding shares otherwise entitled to vote thereon.)

4. The plan and performance of its terms were duly authorized by all action required by the laws of the state under which the foreign corporation was organized and its charter.

Date: September 21, 2000

TRI-STAR TRANSPORTATION, INC.

By /s/ Christopher L. Ellis
Christopher L. Ellis, Vice President

Date: September 21, 2000

USF GLEN MOORE INC.

By /s/ Christopher L. Ellis
Christopher L. Ellis, Vice President

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles/Certificate of Merger
(15 Pa.C.S.)
Domestic Business Corporation (§ 1926)

Filed in the Department of State on APR 22, 2003

/s/ Pedro A. Cortés
Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation limited partnership surviving the merger is:
   USF Glen Moore Inc.
2. The surviving corporation limited partnership is a domestic business/nonprofit corporation/limited partnership and the name of its commercial registered office provided and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

Name of Commercial Registered Office Provider

County

c/o CT Corporation System

Philadelphia

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
DDE Investors, LLC	1511 Commerce Avenue Carlisle, PA 17013		Cumberland

4. The plan of merger shall be effective on: April 30, 2003 at 12:01 AM.

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
DDE Investors, LLC	Written Consent of Sole Member
USF Glen Moore Inc.	Unanimous Written Consent of the Board of Directors

6. *Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger.*
The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. *Check, and if appropriate complete, one of the following:*

☒ The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

☐ Pursuant to 15 Pa.C.S § 1901 § 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a party hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is

1711 Shearer Drive	Carlisle	PA	17013-0760	Cumberland
Number and Street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

20th day of April,

2003.

USF Glen Moore Inc.

Name of Corporation/Limited Partnership

/s/ Mark Martin

Signature

President

Title

DDE Investors LLC

Name of Corporation/Limited Partnership

/s/ Mark Martin

Signature

President

Title

EXHIBIT A

PLAN OF MERGER BETWEEN
USF GLEN MOORE INC. AND
DDE INVESTORS, LLC

PLAN OF MERGER approved on April 20, 2003 by DDE Investors LLC ("DDE") which is a limited liability company organized under the laws of the Commonwealth Of Pennsylvania by resolution adopted by its Sole Member on said date and approved on April 20, 2003 by USF Glen Moore Inc. ("USF") which is a business corporation organized under the laws of the Commonwealth of Pennsylvania by resolution adopted by its Board of Directors on said date.

1. DDE and USF shall, pursuant to the provisions of the Pennsylvania Business Corporation Law (the Law), be merged with and into a single corporation with USF being the surviving corporation upon the effective date of the merger. USF shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Law. The separate existence of DDE shall cease upon the effective date of the merger in accordance with the provisions of the Law.

2. Upon the effective date of the merger, the articles of incorporation of USF shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Law.

3. Upon the effective date of the merger, the By-laws of USF shall continue in full force and effect unless changed, altered or amended as therein provided and the manner prescribed by the provisions of the Law.

4. The directors and officers of USF upon the effective date of the merger shall continue to be members of the Board of the Directors and officers of USF, respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of USF.

5. The assets of DDE including the real estate commonly known as 1711 Shearer Drive, Carlisle, Pennsylvania shall be conveyed by operation of law to USF as of the effective date of the merger.

6. The Plan of Merger has been approved by the Sole Member of DDE and the Board of Directors of USF by Unanimous Written Consent on April 20, 2003, in accordance with the Law and shall become effective as of April 30, 2003.

7. In the event that the merger of DDE with and into USF shall have been fully authorized in accordance with the provisions of the Law, DDE and USF hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the Commonwealth of Pennsylvania and that they will cause to be performed all necessary Laws to effectuate the merger.

8. The officers of the two corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles/Certificate of Merger
(15 Pa.C.S.)
Domestic Business Corporation (§ 1926)

Filed in the Department of State on APR 22, 2003

/s/ Pedro A. Cortés
Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
USF Glen Moore Inc.

2. *Check and complete one of the following:*

☒ The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

Name of Commercial Registered Office Provider	County
c/o CT Corporation System	Philadelphia

3 The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
G.M.T. Services, Inc.		CT Corporation	Philadelphia

4. The plan of merger shall be effective on- April 30, 2003 at 12:01 AM.

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
GMT Services, Inc	Unanimous Written Consent of the Board of Directors
USF Glen Moore Inc	Unanimous Written Consent of the Board of Directors

7. *Check and appropriate complete of the following*:

☒ The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

☐ Pursuant to 15 Pa. C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a party hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is

Number and street	City	State	Zip	County
1711 Shearer Drive	Carlisle	PA	17013-0700	Cumberland

.

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof

this 20 day of April, 2003.

USF Glen Moore Inc.

Name of Corporation Limited Partnership

/s/ Mark Martin

Signature

President

Title

G.M.T. Services Inc.

Name of Corporation Limited Partnership

/s/ Mark Martin

Signature

President

Title

EXHIBIT A

PLAN OF MERGER BETWEEN
USF GLEN MOORE INC. AND
G.M.T. SERVICES, INC.

PLAN OF MERGER approved on April 20, 2003 by G.M.T. Services, Inc. (“G.M.T.”) which is a business corporation organized under the laws of the Commonwealth Of Pennsylvania by resolution adopted by its Board of Directors on said date and approved on April 20, 2003 by USF Glen Moore Inc. (“USF”) which is a business corporation organized under the laws of the Commonwealth of Pennsylvania by resolution adopted by its Board of Directors on said date.

1. G.M.T. and USF shall, pursuant to the provisions of the Pennsylvania Business Corporation Law (the Act), be merged with and into a single corporation with USF being the surviving corporation upon the effective date of the merger. USF shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Act. The separate existence of G.M.T. shall cease upon the effective date of the merger in accordance with the provisions of the Act.

2. Upon the effective date of the merger, the articles of incorporation of USF shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Act.

3. Upon the effective date of the merger, the By-laws of USF shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Act.

4. The directors and officers of USF upon the effective date of the merger shall continue to be members of the Board of the Directors and officers of USF, respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of USF.

5. The number of outstanding shares of G.M.T. is one hundred (100), all of which are of one class, with no par value per share and the number of outstanding share of USF is one hundred thousand (100,000), all of which are of one class, with no par value per share. Each issued share of G.M.T. shall, upon the effective date of the merger, be surrendered and extinguished. The issued shares of USF shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of USF as of the effective date of the merger.

6. The Plan of Merger has been approved by the Board of Directors of G.M.T. and the Board of Directors of USF by Unanimous Written Consent on April 20, 2003, in accordance with the Act and shall become effective as of April 30, 2003.

7. In the event that the merger of G.M.T. with and into USF shall have been fully authorized in accordance with the provisions of the Act, G.M.T. and USF hereby stipulate that

they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the Commonwealth of Pennsylvania and that they will cause to be performed all necessary acts to effectuate the merger.

8. The officers of the two corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

9. G.M.T. is a wholly-owned subsidiary of USF, a Commonwealth of Pennsylvania corporation.

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles/Certificate of Merger
(15 Pa.C.S.)
Domestic Business Corporation (§ 1926)

Filed in the Department of State on JUN 27 2003

/s/ Pedro A. Cortés
Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
USF Glen Moore Inc.

2. *Check and complete one of the following:*

☒ The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

Name of Commercial Registered Office Provider	County
c/o CT Corporation System	Philadelphia

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows;

Name	Registered Office Address	Commercial Registered Office Provider	County
System 81 Express, Inc.		Not Qualified in PA	

4. The plan of merger shall be effective on: June 30, 2003 at 12:01 AM.

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
USF Glen Moore Inc.	Unanimous Written Consent of the Board of Directors

6. *Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger.*
The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporation/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Pursuant to 15 Pa. C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a party hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is.

1711 Shearer Drive	Carlisle	PA	17013-0760	Cumberland
Number and street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

20 day of June, 2003.

USF Glen Moore Inc.

Name of Corporation/Limited Partnership

/s/ Mark A. Martin

Signature

President, Mark A. Martin

Title

System 81 Express, Inc.

Name of Corporation/Limited Partnership

/s/ Mark A. Martin

Signature

President, Mark A. Martin

Title

Exhibit 3.26

BYLAWS

OF

GLEN MOORE TRANSPORT, INC.

(a Pennsylvania corporation)

ARTICLE I

OFFICES AND FISCAL YEAR

Section 1.01. REGISTERED OFFICE. The registered office of the corporation in Pennsylvania shall be at 1511 Commerce Avenue, Carlisle, Pennsylvania until otherwise established by an amendment of the articles or by the board of directors and a record of such change is filed with the Department of State in the manner provided by law.

Section 1.02. OTHER OFFICE. The corporation may also have offices at such other places within or without Pennsylvania as the board of directors may from time to time appoint or the business of the corporation may require.

Section 1.03. FISCAL YEAR. The fiscal year of the corporation shall begin the 1st day of January in each year.

ARTICLE II

NOTICE – WAIVERS – MEETINGS GENERALLY

Section 2.01. MANNER OF GIVING NOTICE.

(a) General rule. Whenever written notice is required to be given to any person under the provisions of the Business Corporation Law or by the Articles or these bylaws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answerback received) or courier service, charges prepaid, or by facsimile transmission, to the address (or to the telex, TWX or facsimile number) of the person appearing on the books of the corporation or, in the case of directors, supplied by the directors to the corporation for the purpose of notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex or TWX, when dispatched or, in the case of facsimile, when received. A notice of meeting shall specify the place, day and hour of the meeting and

any other information required by any other provision of the Business Corporation Law, the articles or these bylaws.

(b) Adjourned shareholder meetings. When a meeting of shareholders is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken, unless the board fixes a new record date for the adjourned meeting or these bylaws require notice of the business to be transacted and such notice has not previously been given.

Section 2.02. NOTICE OF MEETINGS OF BOARD OF DIRECTORS.

Notice of a regular meeting of the board of directors need not be given. Notice of every special meeting of the board of directors shall be given to each director by telephone or in writing at least 24 hours (in the case of notice by telephone, telex, TWX or facsimile transmission) or 48 hours (in the case of notice by telegraph, courier service or express mail) or five days (in the case of notice by first class mail) before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in a notice of a meeting.

Section 2.03. NOTICE OF MEETINGS OF SHAREHOLDERS.

(a) General rule. Written notice of every meeting of the shareholders shall be given by, or at the direction of, the secretary to each shareholder of record entitled to vote at the meeting at least:

(1) ten days prior to the day named for a meeting called to consider a fundamental transaction under 15 Pa.C.S. Chapter 19 regarding amendments of articles of incorporation, mergers, consolidations, share exchanges, sale of assets, divisions, conversions, liquidations and dissolution; or

(2) five days prior to the day named for the meeting in any other case.

If the secretary neglects or refuses to give notice of a meeting, the person or persons calling the meeting may do so. In the case of a special meeting of shareholders, the notice shall specify the general nature of the business to be transacted, and in all cases the notice shall comply with the express requirements of this section. The corporation shall not have a duty to augment the notice.

(b) Notice of action by shareholders on bylaws. In the case of a meeting of shareholders that has as one of its purposes action on the bylaws, written notice shall be given to each shareholder that the purpose, or one of the purposes, of the

meeting is to consider the adoption, amendment or repeal of the bylaws. There shall be included in, or enclosed with, the notice a copy of the proposed amendment or a summary of the changes to be effected thereby.

Section 2.04. WAIVER OF NOTICE.

(a) Written waiver. Whenever any written notice is required to be given under the provisions of the Business Corporation Law, the articles or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Except as otherwise required by this subsection, neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of the meeting. In the case of a special meeting of shareholders, the waiver of notice shall specify the general nature of the business to be transacted.

(b) Waiver by attendance. Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

Section 2.05. MODIFICATION OF PROPOSAL CONTAINED IN NOTICE.

Whenever the language of a proposed resolution is included in a written notice of a meeting required to be given under the provisions of the Business Corporation Law or the articles or these bylaws, the meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose.

Section 2.06. EXCEPTION TO REQUIREMENT OF NOTICE.

(a) General rule. Whenever any notice or communication is required to be given to any person under the provisions of the Business Corporation Law or by the articles or these bylaws or by the terms of any agreement or other instrument or as a condition precedent to taking any corporate action and communication with that person is then unlawful, the giving of the notice or communication to that person shall not be required.

(b) Shareholders without forwarding addresses. Notice or other communications shall not be sent to any shareholder with whom the corporation has been unable to communicate for more than 24 consecutive months because communications to the shareholder are returned unclaimed or the shareholder has otherwise failed to

provide the corporation with a current address. Whenever the shareholder provides the corporation with a current address, the corporation shall commence sending notices and other communications to the shareholder in the same manner as to other shareholders.

Section 2.07. USE OF CONFERENCE TELEPHONE AND SIMILAR EQUIPMENT. One or more persons may participate in a meeting of the board of directors or the shareholders of the corporation by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

ARTICLE III

SHAREHOLDERS

Section 3.01. PLACE OF MEETING. All meetings of the shareholders of the corporation shall be held at the registered office of the corporation unless another place is designated by the board of directors in the notice of a meeting.

Section 3.02. ANNUAL MEETING. The board of directors may fix the date and time of the annual meeting of the shareholders, but if no such date and time is fixed by the board, the meeting for any calendar year shall be held on the 1st day of April in such year, if not a legal holiday under the laws of Pennsylvania, and, if a legal holiday, then on the next succeeding business day, not a Saturday, at 9:00 o'clock A.M., and at said meeting the shareholders then entitled to vote shall elect directors and shall transact such other business as may properly be brought before the meeting. If the annual meeting shall not have been called and held within six months after the designated time, any shareholder may call the meeting at any time thereafter. Except as otherwise provided in the articles, at least one meeting of the shareholders shall be held in each calendar year for the election of directors.

Section 3.03. SPECIAL MEETINGS.

(a) Call of special meetings. Special meetings of the shareholders may be called at any time:

(1) by the board of directors; or

(2) unless otherwise provided in the articles, by shareholders entitled to cast at least 20% of the vote that all shareholders are entitled to cast at the particular meeting.

(b) Fixing of time for meeting. At any time, upon written request of any person who has called a special meeting, it

shall be the duty of the secretary to fix the time of the meeting which shall be held not more than 60 days after the receipt of the request. If the secretary neglects or refuses to fix a time of the meeting, the person or persons calling the meeting may do so.

Section 3.04. QUORUM AND ADJOURNMENT.

(a) General rule. A meeting of shareholders of the corporation duly called shall not be organized for the transaction of business unless a quorum is present. The presence of shareholders entitled to cast at least 51% of the votes that all shareholders are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum for the purposes of consideration and action on the matter. Shares of the corporation owned, directly or indirectly, by it and controlled, directly or indirectly, by the board of directors of this corporation, as such, shall not be counted in determining the total number of outstanding shares for quorum purposes at any given time.

(b) Withdrawal of a quorum. The shareholders present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

(c) Adjournment for lack of quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as provided in the Business Corporation Law, adjourn the meeting to such time and place as they may determine.

(d) Adjournments generally. Any meeting at which directors are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding 15 days each as the shareholders present and entitled to vote shall direct, until the directors have been elected. Any other regular or special meeting may be adjourned for such period as the shareholders present and entitled to vote shall direct.

(e) Electing directors at adjourned meeting. Those shareholders entitled to vote who attend a meeting called for the election of directors that has been previously adjourned for lack of a quorum, although less than a quorum as fixed in this section, shall nevertheless constitute a quorum for the purpose of electing directors.

(f) Other action in absence of quorum. Those shareholders entitled to vote who attend a meeting of shareholders that has been previously adjourned for one or more periods aggregating at least 15 days because of an absence of a quorum, although less than a quorum as fixed in this section, shall nevertheless constitute a quorum for the purpose of acting upon

any matter set forth in the notice of the meeting if the notice states that those shareholders who attend the adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter.

Section 3.05. ACTION BY SHAREHOLDERS.

(a) General rule. Except as otherwise provided in the Business Corporation Law or the articles or these bylaws, whenever any corporate action is to be taken by vote of the shareholders of the corporation, it shall be authorized upon receiving the affirmative vote of a majority of the votes cast by all shareholders entitled to vote thereon.

(b) Interested shareholders. Any merger or other transaction authorized under 15 Pa.C.S. Subchapter 19C between the corporation or subsidiary thereof and a shareholder of this corporation, or any voluntary liquidation authorized under 15 Pa.C.S. Subchapter 19F in which a shareholder is treated differently from other shareholders of the same class (other than any dissenting shareholders), shall require the affirmative vote of the shareholders entitled to cast at least a majority of the votes that all shareholders other than the interested shareholder are entitled to cast with respect to the transaction, without counting the vote of the interested shareholder. For the purposes of the preceding sentence, interested shareholder shall include the shareholder who is a party to the transaction or who is treated differently from other shareholders and any person, or group of persons, that is acting jointly or in concert with the interested shareholder and any person who, directly or indirectly, controls, is controlled by or is under common control with the interested shareholder. An interested shareholder shall not include any person who, in good faith and not for the purpose of circumventing this subsection, is an agent, bank, broker, nominee or trustee for one or more other persons, to the extent that the other person or persons are not interested shareholders.

(c) Exceptions. Subsection (b) shall not apply to a transaction:

(1) that has been approved by a majority vote of the board of directors without counting the vote of directors who:

(i) are directors or officers of, or have a material equity interest in, the interested shareholder; or

(ii) were nominated for election as a director by the interested shareholder, and first elected as a director, within 24 months of the date of the vote on the proposed transaction; or

(2) in which the consideration to be received by the shareholders for shares of any class of which shares are owned by the interested shareholder is not less than the highest amount paid by the interested shareholder in acquiring shares of the same class.

(d) Additional approvals. The approvals required by subsection (b) shall be in addition to, and not in lieu of, any other approval required by the Business Corporation Law, the articles or these bylaws, or otherwise.

Section 3.06. ORGANIZATION. At every meeting of the shareholders, the chairman of the board, if there be one, or, in the case of vacancy in office or absence of the chairman of the board, one of the following officers present in the order stated: the vice chairman of the board, if there be one, the president, the vice presidents in their order of rank and seniority, or a person chosen by vote of the shareholders present, shall act as chairman of the meeting. The secretary or, in the absence of the secretary, an assistant secretary, or in the absence of both the secretary and assistant secretaries, a person appointed by the chairman of the meeting, shall act as secretary.

Section 3.07. VOTING RIGHTS OF SHAREHOLDERS. Unless otherwise provided in the articles, every shareholder of the corporation shall be entitled to one vote for every share standing in the name of the shareholder on the books of the corporation.

Section 3.08. VOTING AND OTHER ACTION BY PROXY.

(a) General rule.

(1) Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person to act for the shareholder by proxy.

(2) The presence of, or vote or other action at a meeting of shareholders, or the expression of consent or dissent to corporate action in writing, by a proxy of a shareholder shall constitute the presence of, or vote or action by, or written consent or dissent of the shareholder.

(3) Where two or more proxies of a shareholder are present, the corporation shall, unless otherwise expressly provided in the proxy, accept as the vote of all shares represented thereby the vote cast by a majority of them and, if a majority of the proxies cannot agree whether the shares represented shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among those persons.

(b) Execution and filing. Every proxy shall be executed in writing by the shareholder or by the duly authorized attorney-in-fact of the shareholder and filed with the secretary of the corporation. A telegram, telex, cablegram, datagram or similar transmission from a shareholder or attorney-in-fact, or a photographic, facsimile or similar reproduction of a writing executed by a shareholder or attorney-in-fact:

(1) may be treated as properly executed for purposes of this section; and

(2) shall be so treated if it sets forth a confidential and unique identification number or other mark furnished by the corporation to the shareholder for the purposes of a particular meeting or transaction.

(c) Revocation. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the secretary of the corporation. An unrevoked proxy shall not be valid after three years from the date of its execution unless a longer time is expressly provided therein. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of the death or incapacity is given to the secretary of the corporation.

(d) Expenses. Unless otherwise restricted in the articles, the corporation shall pay the reasonable expenses of solicitation of votes, proxies or consents of shareholders by or on behalf of the board of directors or its nominees for election to the board, including solicitation by professional proxy solicitors and otherwise.

Section 3.09. VOTING BY FIDUCIARIES AND PLEDGEES. Shares of the corporation standing in the name of a trustee or other fiduciary and shares held by an assignee for the benefit of creditors or by a receiver may be voted by the trustee, fiduciary, assignee or receiver. A shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, or a nominee of the pledgee, but nothing in this section shall affect the validity of a proxy given to a pledgee or nominee.

Section 3.10. VOTING BY JOINT HOLDERS OF SHARES.

(a) General rule. Where shares of the corporation are held jointly or as tenants in common by two or more persons, as fiduciaries or otherwise:

(1) if only one or more of such persons is present in person or by proxy, all of the shares standing in the names of such persons shall be deemed to be represented for the purpose of determining a quorum and the corporation shall

accept as the vote of all the shares the vote cast by a joint owner or a majority of them; and

(2) if the persons are equally divided upon whether the shares held by them shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among the persons without prejudice to the rights of the joint owners or the beneficial owners thereof among themselves.

(b) Exception. If there has been filed with the secretary of the corporation a copy, certified by an attorney at law to be correct, of the relevant portions of the agreement under which the shares are held or the instrument by which the trust or estate was created or the order of court appointing them or of an order of court directing the voting of the shares, the persons specified as having such voting power in the document latest in date of operative effect so filed, and only those persons, shall be entitled to vote the shares but only in accordance therewith.

Section 3.11. VOTING BY CORPORATIONS

(a) Voting by corporate shareholders. Any corporation that is a shareholder of this corporation may vote by any of its officers or agents, or by proxy appointed by any officer or agent, unless some other person, by resolution of the board of directors of the other corporation or provision of its articles or bylaws, a copy of which resolution or provision certified to be correct by one of its officers has been filed with the secretary of this corporation, is appointed its general or special proxy in which case that person shall be entitled to vote the shares.

(b) Controlled shares. Shares of this corporation owned, directly or indirectly, by it and controlled, directly or indirectly, by the board of directors of this corporation, as such, shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares for voting purposes at any given time.

Section 3.12. DETERMINATION OF SHAREHOLDERS OF RECORD.

(a) Fixing record date. The board of directors may fix a time prior to the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall be not more than 90 days prior to the date of the meeting of shareholders. Only shareholders of record on the date fixed shall be so entitled notwithstanding any transfer of shares on the books of the corporation after any record date fixed as provided in this subsection. The board of directors may similarly fix a record date for the determination of shareholders of record for any other purpose. When a determination of

shareholders of record has been made as provided in this section for purposes of a meeting, the determination shall apply to any adjournment thereof unless the board fixes a new record date for the adjourned meeting.

(b) Determination when a record date is not fixed. If a record date is not fixed:

(1) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the date next preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held.

(2) The record date for determining shareholders entitled to express consent or dissent to corporate action in writing without a meeting, when prior action by the board of directors is not necessary, to call a special meeting of the shareholders or propose an amendment of the articles, shall be the close of business on the day on which the first written consent or dissent, request for a special meeting or petition proposing an amendment of the articles is filed with the secretary of the corporation.

(3) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 3.13. VOTING LISTS.

(a) General rule. The officer or agent having charge of the transfer books for shares of the corporation shall make a complete list of the shareholders entitled to vote at any meeting of shareholders, arranged in alphabetical order, with the address of and of the number of shares held by each. The list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

(b) Effect of list. Failure to comply with the requirements of this section shall not effect the validity of any action taken at a meeting prior to a demand at the meeting by any shareholder entitled to vote thereat to examine the list. The original share register or transfer book, or a duplicate thereof kept in this Commonwealth, shall be prima facie evidence as to who are the shareholders entitled to examine the list or share register or transfer book or to vote at any meeting of shareholders.

Section 3.14. JUDGES OF ELECTION.

(a) Appointment. In advance of any meeting of shareholders of the corporation, the board of directors may appoint judges of election, who need not be shareholders, to act at the meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of the meeting may, and on the request of any shareholder shall, appoint judges of election at the meeting. The number of judges shall be one or three. A person who is a candidate for office to be filled at the meeting shall not act as a judge.

(b) Vacancies. In case any person appointed as a judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the board of directors in advance of the convening of the meeting or at the meeting by the presiding officer thereof.

(c) Duties. The judges of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes or ballots, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all shareholders. The judges of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three judges of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

(d) Report. On request of the presiding officer of the meeting, or of any shareholder, the judge shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

Section 3.15. CONSENT OF SHAREHOLDERS IN LIEU OF MEETING.

(a) Unanimous written consent. Any action required or permitted to be taken at a meeting of the shareholders or of a class of shareholders may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the shareholders who would be entitled to vote at a meeting for such purpose shall be filed with the secretary of the corporation.

(b) Partial written consent. Any action required or permitted to be taken at a meeting of the shareholders or of a

class of shareholders may be taken without a meeting upon the written consent of shareholders who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all shareholders entitled to vote thereon were present and voting. The consents shall be filed with the secretary of the corporation. The action shall not become effective until after at least ten days' written notice of the action has been given to each shareholder entitled to vote thereon who has not consented thereto.

Section 3.16. MINORS AS SECURITY HOLDERS. The corporation may treat a minor who holds shares or obligations of the corporation as having capacity to receive and to empower others to receive dividends, interest, principal and other payments or distributions, to vote or express consent or dissent and to make elections and exercise rights relating to such shares or obligations unless, in the case of payments or distributions on shares, the corporate officer responsible for maintaining the list of shareholders or the transfer agent of the corporation or, in the case of payments or distributions on obligations, the treasurer or paying officer or agent has received written notice that the holder is a minor.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. POWERS; PERSONAL LIABILITY.

(a) General rule. Unless otherwise provided by statute all powers vested by law in the corporation shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the board of directors.

(b) Standard of care; justifiable reliance. A director shall stand in a fiduciary relation to the corporation and shall perform his or her duties as a director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner the director reasonably believes to be in the best interests of the corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within the professional or expert competence of such person.

(3) A committee of the board upon which the director does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

A director shall not be considered to be acting in good faith if the director has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

(c) Consideration of factors. In discharging the duties of their respective positions, the board of directors, committees of the board and individual directors may, in considering the best interests of the corporation, consider the effects of any action upon employees, upon suppliers and customers of the corporation and upon communities in which offices or other establishments of the corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection (b).

(d) Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or any failure to take any action shall be presumed to be in the best interests of the corporation.

(e) Personal liability of directors.

(1) A director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(i) the director has breached or failed to perform the duties of his or her office under this section; and

(ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(2) The provisions of paragraph (1) shall not apply to the responsibility or liability of a director pursuant to any criminal statute, or the liability of a director for the payment of taxes pursuant to local, State or Federal law.

(f) Notation of dissent. A director who is present at a meeting of the board of directors, or of a committee of the board, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the director files a written dissent to the action with the secretary of the meeting before the adjournment thereof or transmits the dissent in writing

to the secretary of the corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action. Nothing in this section shall bar a director from asserting that minutes of the meeting incorrectly omitted his or her dissent if, promptly upon receipt of a copy of such minutes, the director notifies the secretary in writing, of the asserted omission or inaccuracy.

Section 4.02. QUALIFICATION AND SELECTION OF DIRECTORS.

(a) Qualifications. Each director of the corporation shall be a natural person of full age who need not be a resident of Pennsylvania or a shareholder of the corporation.

(b) Election of directors. Except as otherwise provided in these bylaws, directors of the corporation shall be elected by the shareholders. In elections for directors, voting need not be by ballot, except upon demand made by a shareholder entitled to vote at the election and before the voting begins. The candidates receiving the highest number of votes from each class or group of classes, if any, entitled to elect directors separately up to the number of directors to be elected by the class or group of classes shall be elected. If at any meeting of shareholders, directors of more than one class are to be elected, each class of directors shall be elected in a separate election.

(c) Cumulative voting. Unless the articles provide for straight voting, in each election of directors every shareholder entitled to vote shall have the right to multiply the number of votes to which the shareholder may be entitled by the total number of directors to be elected in the same election by the holders of the class or classes of shares of which his or her shares are a part and the shareholders may cast the whole number of his or her votes for one candidate or may distribute them among two or more candidates.

Section 4.03. NUMBER AND TERM OF OFFICE.

(a) Number. The board of directors shall consist of such number of directors, not less than 2 nor more than 3 , as may be determined from time to time by resolution of the board of directors.

(b) Term of office. Each director shall hold office until the expiration of the term for which he or she was elected and until a successor has been selected and qualified or until his or her earlier death, resignation or removal. A decrease in the number of directors shall not have the effect of shortening the term of any incumbent director.

(c) Resignation. Any director may resign at any time upon written notice to the corporation. The resignation shall be effective upon receipt thereof by the corporation or at such subsequent time as shall be specified in the notice of resignation.

Section 4.04.VACANCIES.

(a) General rule. Vacancies in the board of directors, including vacancies resulting from an increase in the number of directors, may be filled by a majority vote of the remaining members of the board though less than a quorum, or by a sole remaining director, and each person so selected shall be a director to serve for the balance of the unexpired term, and until a successor has been selected and qualified or until his or her earlier death, resignation or removal.

(b) Action by resigned directors. When one or more directors resign from the board effective at a future date, the directors then in office, including those who have so resigned, shall have power by the applicable vote to fill the vacancies, the vote thereon to take effect when the resignations become effective.

Section 4.05. REMOVAL OF DIRECTORS.

(a) Removal by the shareholders. The entire board of directors, or any class of the board, or any individual director may be removed from office without assigning any cause by the vote of shareholders, or of the holders of a class or series of shares, entitled to elect directors, or the class of directors. In case the board or a class of the board or any one or more directors are so removed, new directors may be elected at the same meeting. The board of directors may be removed at any time with or without cause by the unanimous vote or consent of shareholders entitled to vote thereon.

(b) Removal by the board. The board of directors may declare vacant the office of a director who has been judicially declared of unsound mind or who has been convicted of an offense punishable by imprisonment for a term of more than one year or if, within 60 days after notice of his or her selection, the director does not accept the office either in writing or by attending a meeting of the board of directors.

(c) Removal of directors elected by cumulative voting. An individual director shall not be removed (unless the entire board or class of the board is removed) if sufficient votes are cast against the resolution for his removal which, if cumulatively voted at an annual or other regular election of directors, would be sufficient to elect one or more directors to the board or to the class.

Section 4.06. PLACE OF MEETINGS. Meetings of the board of directors may be held at such place within or without Pennsylvania as the board of directors may from time to time appoint or as may be designated in the notice of the meeting.

Section 4.07. ORGANIZATION OF MEETINGS. At every meeting of the board of directors, the chairman of the board, if

there be one, or, in the case of a vacancy in the office or absence of the chairman of the board, one of the following officers present in the order stated: the vice chairman of the board, if there be one, the president, the vice presidents in their order of rank and seniority, or a person chosen by a majority of the directors present, shall act as chairman of the meeting. The secretary or, in the absence of the secretary, an assistant secretary, or, in the absence of the secretary and the assistant secretaries, any person appointed by the chairman of the meeting, shall act as secretary.

Section 4.08. REGULAR MEETINGS. Regular meetings of the board of directors shall be held at such time and place as shall be designated from time to time by resolution of the board of directors.

Section 4.09. SPECIAL MEETINGS. Special meetings of the board of directors shall be held whenever called by the chairman or by two or more of the directors.

Section 4.10. QUORUM OF AND ACTION BY DIRECTORS.

(a) General rule. A majority of the directors in office of the corporation shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the directors present and voting at a meeting at which a quorum is present shall be the acts of the board of directors.

(b) Action by written consent. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the directors in office is filed with the secretary of the corporation.

Section 4.11. EXECUTIVE AND OTHER COMMITTEES.

(a) Establishment and powers. The board of directors may, by resolution adopted by a majority of the directors in office, establish one or more committees to consist of one or more directors of the corporation. Any committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all of the powers and authority of the board of directors except that a committee shall not have any power or authority as to the following:

(1) The submission to shareholders of any action requiring approval of shareholders under the Business Corporation Law.

(2) The creation or filling of vacancies in the board of directors.

(3) The adoption, amendment or repeal of these bylaws.

(4) The amendment or repeal of any resolution of the board that by its terms is amendable or repealable only by the board.

(5) Action on matters committed by a resolution of the board of directors to another committee of the board.

(b) Alternate committee members. 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 or for the purposes of any written action by the committee. In the absence or disqualification of a member and alternate member or members of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another director to act at the meeting in the place of the absent or disqualified member.

(c) Term. Each committee of the board shall serve at the pleasure of the board.

(d) Committee procedures. The term “board of directors” or “board,” when used in any provision of these bylaws relating to the organization or procedures of or the manner of taking action by the board of directors, shall be construed to include and refer to any executive or other committee of the board.

Section 4.12. COMPENSATION. The board of directors shall have the authority to fix compensation of directors for their services as directors and a director may be a salaried officer of the corporation.

ARTICLE V

OFFICERS

Section 5.01. OFFICERS GENERALLY.

(a) Number, qualification and designation. The officers of the corporation shall be a president, a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of Section 5.03. Officers may but need not be directors or shareholders of the corporation. The president and secretary shall be natural persons of full age. The treasurer may be a corporation, but if a natural person shall be of full age. The board of directors may elect from among the members of the board a chairman of the board and a vice chairman of the board who shall be officers of the corporation. Any number of offices may be held by the same person.

(b) Resignations. Any officer may resign at any time upon written notice to the corporation. The resignation shall be

effective upon receipt thereof by the corporation or at such subsequent time as may be specified in the notice of resignation.

(c) Bonding. The corporation may secure the fidelity of any or all of its officers by bond or otherwise.

(d) Standard of care. Except as otherwise provided in the articles, an officer shall perform his or her duties as an officer in good faith, in a manner he or she reasonably believes to be in the best interests of the corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. A person who so performs his or her duties shall not be liable by reason of having been an officer of the corporation.

Section 5.02. ELECTION AND TERM OF OFFICE. The officers of the corporation, except those elected by delegated authority pursuant to Section 5.03, shall be elected annually by the board of directors, and each such officer shall hold office for a term of one year and until a successor has been selected and qualified or until his or her earlier death, resignation or removal.

Section 5.03. SUBORDINATE OFFICERS, COMMITTEES AND AGENTS. The board of directors may from time to time elect such other officers and appoint such committees, employees or other agents as the business of the corporation may require, including one or more assistant secretaries, and one or more assistant treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine. The board of directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

Section 5.04. REMOVAL OF OFFICERS AND AGENTS. Any officer or agent of the corporation may be removed by the board of directors with or without cause. The removal shall be without prejudice to the contract rights, if any, of any person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5.05. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the board of directors or by the officer or committee to which the power to fill such office has been delegated pursuant to Section 5.03, as the case may be, and if the office is one for which these bylaws prescribe a term, shall be filled for the unexpired portion of the term.

Section 5.06. AUTHORITY. All officers of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the

corporation as may be provided by or pursuant to resolution or orders of the board of directors or in the absence of controlling provisions in the resolutions or orders of the board of directors, as may be determined by or pursuant to these bylaws.

Section 5.07. THE CHAIRMAN OF THE BOARD. The chairman of the board if there be one, or in the absence of the chairman, the vice chairman of the board, shall preside at all meetings of the shareholders and of the board of directors and shall perform such other duties as may from time to time be requested by the board of directors.

Section 5.08. THE PRESIDENT. The president shall be the chief executive officer of the corporation and shall have general supervision over the business and operations of the corporation, subject however, to the control of the board of directors. The president shall sign, execute, and acknowledge, in the name of the corporation, deeds, mortgages, contracts or other instruments authorized by the board of directors, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors, or by these bylaws, to some other officer or agent of the corporation; and, in general, shall perform all duties incident to the office of president and such other duties as from time to time may be assigned by the board of directors.

Section 5.09. THE SECRETARY. The secretary or an assistant secretary shall attend all meetings of the shareholders and of the board of directors and shall record all votes of the shareholders and of the directors and the minutes of the meetings of the shareholders and of the board of directors and of committees of the board in a book or books to be kept for that purpose; shall see that notices are given and records and reports properly kept and filed by the corporation as required by law; shall be the custodian of the seal of the corporation and see that it is affixed to all documents to be executed on behalf of the corporation under its seal; and, in general, shall perform all duties incident to the office of secretary, and such other duties as may from time to time be assigned by the board of directors or the president.

Section 5.10. THE TREASURER. The treasurer or an assistant treasurer shall have or provide for the custody of the funds or other property of the corporation; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the corporation; shall deposit all funds in his or her custody as treasurer in such banks or other places of deposit as the board of directors may from time to time designate; shall, whenever so required by the board of directors, render an account showing all transactions as treasurer and the financial condition of the corporation; and, in general, shall discharge such other duties as may from time to time be assigned by the board of directors or the president.

Section 5.11. SALARIES. The salaries of the officers elected by the board of directors shall be fixed from time to time by the board of directors or by such officer as may be designated by resolution of the board. The salaries or other compensation of any other officers, employees and other agents shall be fixed from time to time by the officer or committee to which the power to elect such officers or to retain or appoint such employees or other agents has been delegated pursuant to Section 5.03. No officer shall be prevented from receiving such salary or other compensation by reason of the fact that the officer is also a director of the corporation.

Section 5.12. DISALLOWED COMPENSATION. Any payments made to an officer or employee of the corporation such as a salary, commission, bonus, interest, rent, travel or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer or employee to the corporation to the full extent of such disallowance. It shall be the duty of the directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer or employee, subject to the determination of the directors, proportionate amounts may be withheld from future compensation payments until the amount owed to the corporation has been recovered.

ARTICLE VI

CERTIFICATES OF STOCK, TRANSFER, ETC.

Section 6.01. SHARE CERTIFICATES. Certificates for shares of the corporation shall be in such form as approved by the board of directors, and shall state that the corporation is incorporated under the laws of Pennsylvania, the name of the person to whom issued, and the number and class of shares and the designation of the series (if any) that the certificate represents. The share register or transfer books and blank share certificates shall be kept by the secretary or by any transfer agent or registrar designated by the board of directors for that purpose.

Section 6.02. ISSUANCE. The share certificates of the corporation shall be numbered and registered in the share register or transfer books of the corporation as they are issued. They shall be signed by the president or a vice president and by the secretary or an assistant secretary or the treasurer or an assistant treasurer, and shall bear the corporate seal, which may be a facsimile, engraved or printed; but where such certificate is signed by a transfer agent or a registrar the signature of any corporate officer upon such certificate may be a facsimile, engraved or printed. In case any officer who has signed, or whose facsimile signature has been placed upon, any share certificate shall have ceased to be such officer because of death, resignation or otherwise, before the certificate is issued, it may be issued

with the same effect as if the officer had not ceased to be such at the date of its issue. The provisions of this Section 6.02 shall be subject to any inconsistent or contrary agreement at the time between the corporation and any transfer agent or registrar .

Section 6.03. TRANSFER. Transfers of shares shall be made on the share register or transfer books of the corporation upon surrender of the certificate therefor, endorsed by the person named in the certificate or by an attorney lawfully constituted in writing. No transfer shall be made inconsistent with the provisions of the Uniform Commercial Code, 13 Pa.C.S.§ 8101 et seq., and its amendments and supplements.

Section 6.04. RECORD HOLDER OF SHARES. The corporation shall be entitled to treat the person in whose name any share or shares of the corporation stand on the books of the corporation as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such share or shares on the part of any other person.

Section 6.05. LOST, DESTROYED OR MUTILATED CERTIFICATES. The holder of any shares of the corporation shall immediately notify the corporation of any loss, destruction or mutilation of the certificate therefor, and the board of directors may, in its discretion, cause a new certificate or certificates to be issued to such holder, in case of mutilation of the certificate, upon the surrender of the mutilated certificate or, in case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction and, if the board of directors shall so determine, the deposit of a bond in such form and in such sum, and with such surety or sureties, as it may direct.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AUTHORIZED REPRESENTATIVES

Section 7.01. SCOPE OF INDEMNIFICATION.

(a) General rule. The corporation shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(1) where such indemnification is expressly prohibited by applicable law;

(2) where the conduct of the indemnified representative has been finally determined pursuant to Section 7.06 or otherwise:

(i) to constitute willful misconduct or recklessness within the meaning of 15 Pa.C.S.§ 513(b) and 1746(b) and 42 Pa.C.S. § 8365(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or

(ii) to be based upon or attributable to the receipt by the indemnified representative from the corporation of a personal benefit to which the indemnified representative is not legally entitled; or

(3) to the extent such indemnification has been finally determined in a final adjudication pursuant to Section 7.06 to be otherwise unlawful.

(b) Partial payment. If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the corporation shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

(c) Presumption. The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.

(d) Definitions. For purposes of this Article:

(1) “indemnified capacity” means any and all past, present and future service by an indemnified representative in one or more capacities as a director, officer, employee or agent of the corporation, or, at the request of the corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;

(2) “indemnified representative” means any and all directors and officers of the corporation and any other person designated as an indemnified representative by the board of directors of the corporation (which may, but need not, include any person serving at the request of the corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise):

(3) “liability” means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense, of any nature (including, without limitation, attorneys’ fees and disbursements); and

(4) “proceeding” means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the corporation, a class of its security holders or otherwise.

Section 7.02. PROCEEDINGS INITIATED BY INDEMNIFIED REPRESENTATIVES. Notwithstanding any other provision of this Article, the corporation shall not indemnify under this Article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the directors in office. This section does not apply to a reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 7.06 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

Section 7.03. ADVANCING EXPENSES. The corporation shall pay the expenses (including attorneys’ fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 7.01 or the initiation of or participation in which is authorized pursuant to Section 7.02 upon receipt of an undertaking by or on behalf of the indemnified representative to repay the amount if it is ultimately determined pursuant to Section 7.06 that such person is not entitled to be indemnified by the corporation pursuant to this Article. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

Section 7.04. SECURING OF INDEMNIFICATION OBLIGATIONS. To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the board of directors shall deem appropriate. Absent fraud, the determination of the board of directors with respect to such amounts, costs, terms and conditions shall be conclusive against

all security holders, officers and directors and shall not be subject to voidability.

Section 7.05. PAYMENT OF INDEMNIFICATION. An indemnified representative shall be entitled to indemnification within 30 days after a written request for indemnification has been delivered to the secretary of the corporation.

Section 7.06. ARBITRATION.

(a) General rule. Any dispute related to the right to indemnification, contribution or advancement of expenses as provided under this Article, except with respect to indemnification for liabilities arising under the Securities Act of 1933 that the corporation has undertaken to submit to a court for adjudication, shall be decided only by arbitration in the metropolitan area in which the principal executive offices of the corporation are located at the time, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, before a panel of three arbitrators, one of whom shall be selected by the corporation, the second of whom shall be selected by the indemnified representative and third of whom shall be selected by the other two arbitrators. In the absence of the American Arbitration Association, or if for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, or if one of the parties fails or refuses to select an arbitrator or if the arbitrators selected by the corporation and the indemnified representative cannot agree on the selection of the third arbitrator within 30 days after such time as the corporation and the indemnified representative have each been notified of the selection of the other's arbitrator, the necessary arbitrator or arbitrators shall be selected by the presiding judge of the court of general jurisdiction in such metropolitan area.

(b) Burden of proof. The party or parties challenging the right of an indemnified representative to the benefits of this Article shall have the burden of proof.

(c) Expenses. The corporation shall reimburse an indemnified representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration.

(d) Effect. Any award entered by the arbitrators shall be final, binding and nonappealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent jurisdiction, except that the corporation shall be entitled to interpose as a defense in any such judicial enforcement proceeding any prior final judicial determination adverse to the indemnified representative under Section 7.01(a)(2) in a proceeding not directly involving indemnification under this Article. This arbitration provision shall be specifically enforceable.

Section 7.07. CONTRIBUTION. If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any liability or portion thereof, the corporation shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.

Section 7.08. MANDATORY INDEMNIFICATION OF DIRECTORS, OFFICERS, ETC. To the extent that an authorized representative of the corporation has been successful on the merits or otherwise in defense of any action or proceeding referred to in 15 Pa.C.S. § 1741 or 1742 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

Section 7.09. CONTRACT RIGHTS; AMENDMENT OR REPEAL. All rights under this Article shall be deemed a contract between the corporation and the indemnified representative pursuant to which the corporation and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

Section 7.10. SCOPE OF ARTICLE. The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of shareholders or disinterested directors or otherwise both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Article shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Section 7.11. RELIANCE OF PROVISIONS. Each person who shall act as an indemnified representative of the corporation shall be deemed to be doing so in reliance upon the rights provided in this Article.

Section 7.12. INTERPRETATION. The provisions of this Article are intended to constitute bylaws authorized by 15 Pa.C.S. § 513 and 1746 and 42 Pa.C.S. § 8365.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. CORPORATE SEAL. The corporation seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Pennsylvania”.

Section 8.02. CHECKS. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the board of directors or any person authorized by resolution of the board of directors may from time to time designate.

Section 8.03. CONTRACTS.

(a) General rule. Excepts as otherwise provided in the Business Corporation Law in the case of transactions that require action by the shareholders, the board of directors may authorize any officer or agent to enter into any contract or to execute or deliver any instrument on behalf of the corporation, and such authority may be general or confined to specific instances.

(b) Statutory form of execution of instruments. Any note, mortgage, evidence of indebtedness, contract or other document, or any assignment or endorsement thereof, executed or entered into between the corporation and any other person, when signed by one or more officers or agents having actual or apparent authority to sign it, or by the president or vice president and secretary or assistant secretary or treasurer or assistant treasurer of the corporation, shall be held to have been properly executed for and in behalf of the corporation, without prejudice to the rights of the corporation against any person who shall have executed the instrument in excess of his or her actual authority.

Section 8.04. INTERESTED DIRECTORS OR OFFICERS; QUORUM.

(a) General rule. A contract or transaction between the corporation and one or more of its directors or officers or between the corporation and another corporation, partnership, joint venture, trust or other enterprise in which one or more of its directors or officers are directors or officers or have a financial or other interest, shall not be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the board of directors that authorizes the contract or transaction, or solely because his, her or their votes are counted for that purpose, if:

(1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors and the board authorizes the contract or transaction by the affirmative

votes of a majority of the disinterested directors even though the disinterested directors are less than a quorum;

(2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of those shareholders; or

(3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors or the shareholders.

(b) Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board which authorizes a contract or transaction specified in subsection (a).

Section 8.05. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the board of directors may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees as the board of directors shall from time to time determine.

Section 8.06. CORPORATE RECORDS.

(a) Required records. The corporation shall keep complete and accurate books and records of account, minutes of the proceedings of the incorporators, shareholders and directors and a share register giving the names and addresses of all shareholders and the number and class of shares held by each. The share register shall be kept at either the registered office of the corporation in Pennsylvania or at its principal place of business wherever situated or at the office of its registrar or transfer agent. Any books, minutes or other records may be in written form or any other form capable of being converted into written form within a reasonable time.

(b) Right of inspection. Every shareholder shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the share register, books and records of account, and records of the proceedings of the incorporators, shareholders and directors and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to the interest of the person as a shareholder. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the shareholder. The demand shall be directed to the corporation

at its registered office in Pennsylvania or at its principal place of business wherever situated.

Section 8.07. FINANCIAL REPORTS. Unless otherwise agreed between the corporation and a shareholder, the corporation shall furnish to its shareholders annual financial statements, including at least a balance sheet as of the end of each fiscal year and a statement of income and expenses for the fiscal year. The financial statements shall be prepared on the basis of generally accepted accounting principles, if the corporation prepares financial statements for the fiscal year on that basis for any purpose, and may be consolidated statements of the corporation and one or more of its subsidiaries. The financial statements shall be mailed by the corporation to each of its shareholders entitled thereto within 120 days after the close of each fiscal year and, after the mailing and upon written request, shall be mailed by the corporation to any shareholder or beneficial owner entitled thereto to whom a copy of the most recent annual financial statements has not previously been mailed. Statements that are audited or reviewed by a public accountant shall be accompanied by the report of the accountant; in other cases, each copy shall be accompanied by a statement of the person in charge of the financial records of the corporation:

(1) Stating his reasonable belief as to whether or not the financial statements were prepared in accordance with generally accepted accounting principles and, if not, describing the basis of presentation.

(2) Describing any material respects in which the financial statements were not prepared on a basis consistent with those prepared for the previous year.

Section 8.08. AMENDMENT OF BYLAWS. These bylaws may be amended or repealed, or new bylaws may be adopted, either (i) by vote of the shareholders at any duly organized annual or special meeting of shareholders, or (ii) with respect to those matters that are not by statute committed expressly to the shareholders and regardless of whether the shareholders have previously adopted or approved the bylaw being amended or repealed, by vote of a majority of the board of directors of the corporation in office at any regular or special meeting of directors. Any change in these bylaws shall take effect when adopted unless otherwise provided in the resolution effecting the change. See Section 2.03(b) (relating to notice of action by shareholders on bylaws).

* * * * * * * * * *

Exhibit 3.27

ARTICLES OF INCORPORATION

FILED
JUN 14, 1991
GEORGE H. RYAN
SECRETARY OF STATE

1. CORPORATE NAME: TNT Trucking, Inc.

2. Initial Registered Agent: B. Carlton Bailey, Jr.

Initial Registered Office: 9700 Higgins Road, Suite 570

Rosemont, IL 60018 — Cook

City ***Zip Code*** ***County***

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

The transaction of any or all lawful purposes for which corporations may be Incorporated under the Illinois Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	$ NPV	50	50	$ 50.00
			TOTAL	$ 50.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
(If not sufficient space to cover this point, add one or more sheets of this size.)

Not applicable.

5. *OPTIONAL:* (a) Number of directors constituting the initial board of directors of the corporation: **[illegible]**.

NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated June 13, 1991.

	Signature and Name	**Address**
1.	/s/ B. Carlton Bailey, Jr. *Signature* B. Carlton Bailey, Jr. *(Type or Print Name)*	1. 9700 Higgins Road, Suite 570 *Street* Rosemont, IL, 60018 *City/Town State Zip Code*

ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE

FILED
JUL 29 1993
GEORGE H. RYAN
SECRETARY OF STATE

1. Names of the corporations proposing to merge, and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation
TNT Trucking, Inc.	Illinois
TNT Distribution Services Inc.	Delaware

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the surviving acquiring corporation: TNT Trucking, Inc. (Name to be changed to TNT Distribution Services Inc.)

(b) It shall be governed by the laws of: Illinois

4. Plan of merger is as follows: (see attached)

Resolved, the name of the surviving corporation is hereby changed to:
TNT Distribution Services Inc.

5. Plan of merger was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows: N/A – Subsidiary is 100% owned.

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.

b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and

c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of “The Business Corporation Act of 1983” of the State of Illinois with respect to the rights of dissenting shareholders.

7. *(Complete this item if reporting a merger under §11.30—90% owned subsidiary provisions.)*

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
TNT Distribution Services Inc.	1,000	1,000

b. The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☒ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated July 27, 1993

TNT Trucking Inc.
(Exact Name of Corporation)

attested by /s/ B. Carlton Bailey, Jr.
(Signature of Secretary)

by /s/ Kenneth J. Landego
(Signature of President or Vice President)

B. Carlton Bailey, Jr.
(Type or Print Name and Title)

Kenneth J. Landego, Vice President
(Type or Print Name and Title)

Dated July 27, 1993

TNT Distribution Services Inc.
(Exact Name of Corporation)

attested by /s/ B. Carlton Bailey, Jr.
(Signature of Secretary or Assistant Secretary)

by /s/ Kenneth J. Landego
(Signature of President or Vice President)

B. Carlton Bailey, Jr.
(Type or Print Name and Title)

Kenneth J. Landego, Vice President
(Type or Print Name and Title)

PLAN AND AGREEMENT OF MERGER

OF

TNT DISTRIBUTION SERVICES INC.
(a Delaware Corporation)

AND

TNT TRUCKING, INC.
(an Illinois Corporation)

PLAN AND AGREEMENT OF MERGER entered into on May __, 1993 by TNT DISTRIBUTION SERVICES INC., a business corporation of the State of Delaware, and approved by resolution adopted by its Board of Directors on said date, and entered into on May __, 1993 by TNT TRUCKING, INC., a business corporation of the State of Illinois, and approved by resolution adopted by its Board of Directors on said date.

WHEREAS TNT Distribution Services Inc. is a business corporation of the State of Delaware with its registered office therein located at Prentice Hail Corporation, 32 Loockerman Square, Suite L-100, City of Dover, County of Kent; and

WHEREAS the total number of shares of stock which TNT Distribution Services Inc. has authority to issue is 1,000, all of which are of one class and [without par value]; and

WHEREAS TNT Trucking, Inc. is a business corporation of the State of Illinois with its principal office therein located at 8700 Joliet Road, City of McCook, County of Cook; and

WHEREAS the total number of shares of stock which TNT Trucking, Inc. has authority to issue is 50, all of which are of one class and without par value; and

WHEREAS, the General Corporation Law of the State of Delaware permits a merger of a business corporation of the State of Delaware with and into a business corporation of another jurisdiction; and

WHEREAS the Illinois Business Corporation Act permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of Illinois; and

5. The outstanding shares of the Terminating Corporation shall not be converted in any manner, nor shall any cash of other property or consideration be paid or delivered therefor inasmuch as the Surviving Corporation is the owner of all of the outstanding shares of the Terminating Corporation's stock, but each of said shares which is outstanding as of the effective date of the merger shall be surrendered and extinguished.

6. The outstanding shares of the Surviving Corporation's stock shall not be converted in any manner, but each of said shares which are outstanding as of the effective date of the merger shall continue to represent one issued and outstanding share of the Surviving Corporation's stock.

7. The Plan of Merger herein made and approved shall be submitted to the shareholders of the Terminating Corporation for their approval in the manner prescribed by the laws of the jurisdiction of its organization and to the shareholders of the Surviving Corporation for their approval or rejection in the manner prescribed by the provisions of the Business Corporation Act of 1983 of the State of Illinois.

8. When the Plan of Merger has been approved by the shareholders of the Terminating Corporation in compliance with the laws of the jurisdiction of its organization and by the shareholder of the Surviving Corporation in the manner prescribed by the provisions of the Business Corporation Act of 1983 of the State of Illinois, the terminating corporation and the Surviving Corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Delaware and by the laws of the State of Illinois, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

9. The Board of Directors and the proper officers of the Terminating Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger of the merger herein provided for.

10. The merger herein provided for shall become effective when approved by the State of Illinois.

ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE

FILED
DEC 5 1994
GEORGE H. RYAN
SECRETARY OF
STATE

1. Names of the corporations proposing to merge, and the state of country of their incorporation:

Name of Corporation	State of Country of Incorporation
TNT Distribution Services Inc.	Illinois
TDSP, Inc.	Delaware

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the surviving corporation: TNT Distribution Services Inc.

(b) it shall be governed by the laws of: Illinois

4. Plan of merger is as follows: See Exhibit A

5. Plan of merger was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows: N/A Both Subsidiaries are 100% owned.

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.

b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and

c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of “The Business Corporation Act of 1983” of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
TDSP, Inc.	1,000	1,000

b. The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☒ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated December 1, 1994

TNT Distribution Services Inc.
(Exact Name of Corporation)

attested by /s/ Richard C. Pagano
(Signature of Secretary)

by /s/ Michael J. Schaal
(Signature of President)

R.C. Pagano
(Type or Print Name and Title)

Michael J. Schaal
(Type or Print Name and Title)

Dated December 1, 1994

Payseur Distribution Services Inc.
(Exact Name of Corporation)

attested by /s/ Michael J. Schaal
(Signature of Secretary)

by /s/ Michael J. Schaal
(Signature of President)

Michael J. Schaal
(Type or Print Name and Title)

Michael J. Schaal
(Type or Print Name and Title)

Dated December 1, 1994

TDSP, Inc.
(Exact Name of Corporation)

attested by /s/ Stephen G. Dill
(Signature of Secretary)

by /s/ Stephen G. Dill
(Signature of President)

S.G. Dill
(Type or Print Name and Title)

S.G. Dill
(Type or Print Name and Title)

EXHIBIT A

PLAN OF MERGER BETWEEN
TNT DISTRIBUTION SERVICES INC. AND
TDSP, INC.

PLAN OF MERGER approved on December 1, 1994 by TDSP, Inc. (TDSP) which is a business corporation organized under the laws of the State of Delaware by resolution adopted by its Sole Director on said date, and approved on December 1, 1994 by TNT Distribution Services Inc. (TNT Distribution Services) which is a business corporation organized under the laws of the State of Illinois by resolution adopted by its Board of Directors on said date.

1. TDSP and TNT Distribution Services shall, pursuant to the provisions of the Illinois Business Corporation Act of 1983 and the General Corporation Law of Delaware (the Acts), be merged with and into a single corporation with TNT Distribution Services being the surviving corporation upon the effective date of the merger. TNT Distribution Services shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Acts. The separate existence of TDSP shall cease upon the effective date of the merger in accordance with the provisions of the Acts.

2. The merger shall become effective on December 5, 1994.

3. Upon the effective date of the merger, the articles of incorporation of TNT Distribution Services shall continue in full force and effect unless changed, altered or amended in the manner prescribed by the provisions of the Acts.

4. Upon the effective date of the merger, the By-laws of TNT Distribution Services shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Acts.

5. The directors and officers of TNT Distribution Services upon the effective date of the merger shall continue to be members of the Board of Directors and officers of TNT Distribution Services, respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of TNT Distribution Services.

6. The number of outstanding shares of TDSP is one thousand (1,000), all of which are one class, at no par value per share, and the number of outstanding shares of TNT Distribution Services are fifty (50), all of which are one class, at no par value per share. Each issued share of TDSP shall, upon the effective date of the merger, be

surrendered and extinguished. The issued shares of TNT Distribution Services shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of TNT Distribution Services as of the effective date of the merger.

7. This Plan of Merger has been approved by the Sole Director of TDSP and the Board of Directors of TNT Distribution Services by Unanimous Written Consent on December 1, 1994, in accordance with both the Illinois Business Corporation Act of 1983 and the General Corporation Law of Delaware.

8. In the event that the merger of TDSP with and into TNT Distribution Services shall have been fully authorized in accordance with the provisions of the Acts, TDSP and TNT Distribution Services hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the States of Illinois and Delaware; and that they will cause to be performed all necessary acts to effectuate the merger.

9. The officers of both corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE

FILED
DEC 5 1994
GEORGE H. RYAN
SECRETARY OF
STATE

1. Names of the corporations proposing to merge, and the state or country of their incorporation:

Name of Corporation	State of Country of Incorporation
TNT Distribution Services Inc.	Illinois
Payseur Distribution Services Inc.	Delaware

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the surviving corporation: TNT Distribution Services Inc.

(b) it shall be governed by the laws of: Illinois

4. Plan of merger is as follows: See Exhibit A

5. Plan of merger was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows: N/A Both Subsidiaries are 100% Owned

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.

b. The Secretary of State of the State of Illinois shall be and hereby is Irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and

c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of “The Business Corporation Act of 1983” of the State of Illinois with respect to the rights of dissenting shareholders.

7. *(Complete this item if reporting a merger under § 11.30-90% owned subsidiary provisions.)*

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
Payseur Distribution Services Inc.	1,000	1,000

b. The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19__.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☒ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated December 1, 19 94 — TNT Distribution Services Inc. *(Exact Name of Corporation)*

attested by /s/ Richard C. Pagano *(Signature of Secretary)* — by /s/ Michael J. Schaal *(Signature of President)*

R. C. Pagano *(Type or Print Name and Title)* — Michael J. Schaal *(Type or Print Name and Title)*

Dated December 1, 19 94 — Payseur Distribution Services, Inc. *(Exact Name of Corporation)*

attested by /s/ Michael J. Schaal *(Signature of Secretary)* — by /s/ Michael J. Schaal *(Signature of President)*

Michael J. Schaal *(Type or Print Name and Title)* — Michael J. Schaal *(Type or Print Name and Title)*

Dated December 1, 19 94 — TDSP, Inc. *(Exact Name of Corporation)*

attested by /s/ Stephen G. Dill *(Signature of Secretary)* — by /s/ Stephen G. Dill *(Signature of President)*

S. G. Dill *(Type or Print Name and Title)* — S. G. Dill *(Type of Print Name and Title)*

EXHIBIT A

PLAN OF MERGER BETWEEN
TNT DISTRIBUTION SERVICES INC. AND
PAYSEUR DISTRIBUTION SERVICES INC.

PLAN OF MERGER approved on December 1, 1994 by Payseur Distribution Services Inc. (Payseur Distribution) which is a business corporation organized under the laws of the State of Delaware by resolution adopted by its Sole Director on said date, and approved on December 1, 1994 by TNT Distribution Services Inc. (TNT Distribution Services) which is a business corporation organized under the laws of the State of Illinois by resolution adopted by its Board of Directors on said date.

1. Payseur Distribution and TNT Distribution Services shall, pursuant to the provisions of the Illinois Business Corporation Act of 1983 and the General Corporation Law of Delaware (the Acts), be merged with and into a single corporation with TNT Distribution Services being the surviving corporation upon the effective date of the merger. TNT Distribution Services shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Acts. The separate existence of Payseur Distribution shall cease upon the effective date of the merger in accordance with the provisions of the Acts.

2. The merger shall become effective on December 5, 1994.

3. Upon the effective date of the merger, the articles of incorporation of TNT Distribution Services shall continue in full force and effect unless changed, altered or amended in the manner prescribed by the provisions of the Acts.

4. Upon the effective date of the merger, the By-laws of TNT Distribution Services shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Acts.

5. The directors and officers of TNT Distribution Services upon the effective date of the merger shall continue to be members of the Board of Directors and officers of TNT Distribution Services, respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of TNT Distribution Services.

6. The number of outstanding shares of Payseur Distribution is one thousand (1,000), all of which are one class, at no par value per share, and the number of outstanding shares of TNT Distribution Services are fifty (50), all of which are one class,

at no par value per share. Each issued share of Payseur Distribution shall, upon the effective date of the merger, be surrendered and extinguished. The issued shares of TNT Distribution Services shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of TNT Distribution Services as of the effective date of the merger.

7. This Plan of Merger has been approved by the Sole Director of Payseur Distribution and the Board of Directors of TNT Distribution Services by Unanimous Written Consent on December 1, 1994, in accordance with both the Illinois Business Corporation Act of 1983 and the General Corporation Law of Delaware.

8. In the event that the merger of Payseur Distribution with and into TNT Distribution Services shall have been fully authorized in accordance with the provisions of the Acts, Payseur Distribution and TNT Distribution Services hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the States of Illinois and Delaware; and that they will cause to be performed all necessary acts to effectuate the merger.

9. The officers of both corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

ARTICLES OF AMENDMENT

FILED

FEB 29 1996

GEORGE H. RYAN
SECRETARY OF STATE

1. CORPORATE NAME: TNT Distribution Services Inc.

2. MANNER OF ADOPTION:

The following amendment of the Articles of Incorporation was adopted February 12, 1996 in the manner indicated below.

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is RESOLVED, that the Articles of Incorporation be amended to read as follows:)

USF Distribution Services Inc.

(NEW NAME)

3. The manner in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

No change

4. (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*

No change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: *(If not applicable, insert "No change")*

No change

	Before Amendment	After Amendment
Paid-in Capital	$	$

5. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated February 12, 1996

TNT Distribution Services Inc.
(Exact Name of Corporation)

attested by /s/ R. C. Pagano
(Signature of Secretary or Assistant Secretary)

by: /s/ M. J. Schaal
(Signature of President or Vice President)

R. C. Pagano, Secretary
(Type or Print Name and Title)

M. J. Schaal President
(Type or Print Name and Title)

ARTICLES OF MERGER

CONSOLIDATION OR EXCHANGE

FILED

JUN 22 1999

JESSE WHITE
SECRETARY OF STATE

1. Names of the corporations proposing to merge, and the state or country of their incorporation:

Name of Corporation	State of Country Of Incorporation	Corporation File No.
USF Distribution Services Inc.	Illinois	56430334
Moore & Son Co.	Ohio	NR

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the surviving corporation: USF Distribution Services Inc.

(b) it shall be governed by the laws of: Illinois

4. Plan of merger is as follows:

See Exhibit A

5. Plan of merger was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organizes, and (b) as to each Illinois corporation, as follows:

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder or any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.

b. The Secretary of State of the State of Illinois shall be and hereby is Irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and

c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of “The Business Corporation Act of 1983” of the State of Illinois with respect to the rights of dissenting shareholders.

7. *(Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)*

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
Moore & Son Co.	100	100

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19__.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ____ Yes ____ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated _____ , 19 _____

USF Distribution Services Inc.
(Exact Name of Corporation)

attested by /s/ Richard C. Pagano
(Signature of Secretary)

Richard C. Pagano Secretary
(Type or Print Name and Title)

by /s/ Thomas A. Lilly
(Signature of President)

Thomas A. Lilly President
(Type or Print Name and title)

Dated _____ , 19 _____

Moore & Son Co.
(Exact Name of Corporation)

attested by /s/ Richard C. Pagano
(Signature of Secretary of Assistant Secretary)

Richard C. Pagano Secretary
(Type or Print Name and Title)

by /s/ Thomas A. Lilly
(Signature of President)

Thomas A. Lilly President
(Type or Print Name and Title)

EXHIBIT A

PLAN OF MERGER BETWEEN
USF DISTRIBUTION SERVICES INC.
AND
MOORE & SON CO.

PLAN OF MERGER approved on May 30, 1999 by Moore & Son Co. which is a business corporation organized under the laws of the State of Ohio by resolution adopted by its Board of Directors on said date and approved on May 30, 1999 by USF Distribution Services Inc. (the Company) which is a business corporation organized under the laws of the State of Illinois by resolution adopted by its Board of Directors on said date.

1. Moore & Son Co. and USF Distribution Services Inc. shall, pursuant to the provisions of the Ohio General Corporation Law and the Illinois Business Corporation Act of 1983 (the Acts), be merged with and into a single corporation with USF Distribution Services Inc. being the surviving corporation upon the effective date of the merger. USF Distribution Services Inc. shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Act. The separate existence of Moore & Son Co. shall cease upon the effective date of the merger in accordance with the provisions of the Act.

2. The merger shall become effective on filing.

3. Upon the effective date of the merger, the articles of incorporation of USF Distribution Services Inc. shall continue in full force and effect unless changed, altered or amended in the manner prescribed by the provisions of the Act.

4. Upon the effective date of the merger, the By-Laws of USF Distribution Services Inc. shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Act.

5. The directors and officers of USF Distribution Services Inc. upon the effective date of the merger shall continue to be members of the Board of Directors and officers of USF Distribution Services Inc., respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of USF Distribution Services Inc.

6. The number of outstanding shares of Moore & Son Co. is one hundred (100), all of which are one class, at no par value per share, and the number of outstanding shares of USF Distribution Services Inc. is fifty (50), all of which are one class, at no par value per

share. Each issued share of Moore & Son Co. shall, upon the effective date of the merger, be surrendered and extinguished. The issued shares of USF Distribution Services Inc. shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of USF Distribution Services Inc. as of the effective date of the merger.

7. This Plan of Merger has been approved by the Board of Directors of Moore & Son Co., and the Board of Directors of USF Distribution Services Inc. by Unanimous Written Consent on May 30, 1999, in accordance with the Ohio General Corporation Law and the Illinois Business Corporation Act of 1983.

8. In the event that the merger of Moore & Son Co. with and into USF Distribution Services Inc. shall have been fully authorized in accordance with the provisions of the Act, and USF Distribution Services Inc. hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the State of Ohio; and that they will cause to be performed all necessary acts to effectuate the merger.

9. The officers of the two corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

ARTICLE OF MERGER
CONSOLIDATION OR EXCHANGE

FILED
NOV 19 2001
JESSE WHITE
SECRETARY OF STATE

1. Names of the corporations proposing to merge, and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation	Corporation File Number
USF DISTRIBUTION SERVICES OF TEXAS INC.	TEXAS	NR
USF DISTRIBUTION SERVICES INC.	ILLINOIS	56430334

2. The laws of the state or country under which each corporation is incorporated permits such merger.consolidation or exchange.

3. (a) Name of the surviving corporation: USF DISTRIBUTION SERVICES INC.

(b) it shall be governed by the laws of: ILLINOIS

4. Plan of merger is as follows:

SEE ATTACHED PLAN OF MERGER

5. Plan of merger was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each Illinois corporation)

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing nave been given notice in accordance with §7.10 (§ 11.220)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
USF Distribution Services of Texas Inc.	☐	☐	☒
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.

b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and

c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. *(Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)*

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
USF Distribution Services of Texas Inc.	1,000	1,000

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, _____.
(Month & Day) *(Year)*

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☐ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated November 15 (*Month & Day*), 2001 (*Year*)

USF Distribution Services Inc.
(Exact Name of Corporation)

attested by /s/ Richard C. Pagano
(Signature of Secretary)

by /s/ Thomas A. Lilly
(Signature of President)

Richard C. Pagano
(Type or Print Name and Title)

Thomas A Lilly
(Type or Print Name and Title)

Dated _____ (*Month & Day*), _____ (*Year*)

USF Distribution Services of Texas Inc.
(Exact Name of Corporation)

attested by /s/ Richard C. Pagano
(Signature of Secretary)

by /s/ Thomas A. Lilly
(Signature of President)

Richard C. Pagano
(Type or Print Name and Title)

Thomas A. Lilly
(Type or Print Name and Title)

EXHIBIT A

PLAN OF MERGER BETWEEN
USF DISTRIBUTION SERVICES INC.
AND
USF DISTRIBUTION SERVICES OF TEXAS INC. CO.

PLAN OF MERGER approved on November 6, 2001 by USF Distribution Services of Texas Inc. Co. which is a business corporation organized under the laws of the State of Texas by resolution adopted by its Board of Directors on said date and approved on November 6, 2001 by USF Distribution Services Inc. (the Company) which is a business corporation organized under the laws of the State of Illinois by resolution adopted by its Board of Directors on said date.

1. USF Distribution Services of Texas Inc. Co. and USF Distribution Services Inc. shall, pursuant to Section 5.03 of the Business Corporation Act of the State of Texas and the Illinois Business Corporation Act of 1983 (the Acts), be merged with and into a single corporation with USF Distribution Services Inc. being the surviving corporation upon the effective date of the merger. USF Distribution Services Inc. shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the Act. The separate existence of USF Distribution Services of Texas Inc. Co. shall cease upon the effective date of the merger in accordance with the provisions of the Act.

2. The merger shall become effective on filing.

3. Upon the effective date of the merger, the articles of incorporation of USF Distribution Services Inc. shall continue in full force and effect unless changed, altered or amended in the manner prescribed by the provisions of the Act.

4. Upon the effective date of the merger, the By-Laws of USF Distribution Services Inc. shall continue in full force and effect unless changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Act.

5. The directors and officers of USF Distribution Services Inc. upon the effective date of the merger shall continue to be members of the Board of Directors and officers of USF Distribution Services Inc., respectively, all of whom shall hold their positions until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of USF Distribution Services Inc.

6. The number of outstanding shares of USF Distribution Services of Texas Inc. Co. is one hundred (1,000), all of which are one class, at no par value per share, and the number of outstanding shares of USF Distribution Services Inc. is fifty (50), all of which are one class, at no par value per share. Each issued share of USF Distribution Services of Texas Inc. Co. shall, upon the effective date of the merger, be surrendered and extinguished. The issued shares of USF Distribution Services Inc. shall not be converted or exchanged in any manner, and each share shall continue to represent one issued and outstanding share of USF Distribution Services Inc. as of the effective date of the merger,

7. This Plan of Merger has been approved by the Board of Directors of USF Distribution Services of Texas Inc. Co., and the Board of Directors of USF Distribution Services Inc. by Unanimous Written Consent on November 6, 2001, in accordance with Section 5.03 of the Business Corporation Act of the State of Texas and the Illinois Business Corporation Act of 1983.

8. In the event that the merger of USF Distribution Services of Texas Inc. Co. with and into USF Distribution Services Inc. shall have been fully authorized in accordance with the provisions of the Act, and USF Distribution Services Inc. hereby stipulate that they will cause to be executed and filed and/or recorded a document or documents, prescribed by the laws of the State of Texas; and that they will cause to be performed all necessary acts to effectuate the merger.

9. The officers of the two corporations, are hereby authorized, empowered, and directed to execute such documents and take such further action as is necessary to carry out the merger.

Articles of Merger,
Consolidation or Exchange

FILED

DEC 29 2005

JESSE WHITE
SECRETARY OF STATE

Note: Strike inapplicable words in items 1, 3 and 4

1. Names of the corporations proposing to merge, and the state or country of their incorporation:

Name of Corporation	State of Country of Incorporation	Corporation File Number
USF Logistics Services Inc.	Delaware	5742-167-3
USF Distributions Services Inc.	Illinois	5643-033-4

2. The laws of the state or country under which each corporation is incorporated permits such merger, consolidation or exchange.

3. (a) Name of the surviving corporation: USF Distributions Services Inc.

(b) It shall be governed by the laws of: Illinois

4. *Plan of merger is as follows:*

See Agreement and Plan of Merger attached, with an effective date of the merger January 1, 2006.

5. Plan of merger was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following Items are not applicable to mergers under §11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each Illinois corporation)

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 &§ 11.20
USF Logistics Services Inc.	☐	☐	☑
USF Distributions Services Inc.	☐	☐	☑
	☐	☐	☐

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.

b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and

c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. *(Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)*

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
n/a		

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was December 20 (*Month & Day*), 2005 (*Year*).

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☑ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated December 27 (*Month & Day*), 2005 (*Year*) — USF Logistics Services Inc. (*Exact Name of Corporation*)

/s/ Brenda Landry
(Any authorized officer's signature)

Vice Pres. & Asst. Sec. of USF Logistics Services, Inc
(Type or Print Name and Title)

Dated December 27 (*Month & Day*), 2005 (*Year*) — USF Distribution Services, Inc. (*Exact Name of Corporation*)

/s/ Brenda Landry
(Any authorized officer's signature)

Vice Pres. & Asst. Sec. of USF Distribution Services Inc.
(Type or Print Name and Title)

AGREEMENT AND PLAN OF MERGER

OF

USF LOGISTICS SERVICES INC.
(A DELAWARE CORPORATION)

INTO

USF DISTRIBUTION SERVICES INC.
(AN ILLINOIS CORPORATION)

THIS AGREEMENT AND PLAN OF MERGER, effective as of January 1, 2006, is made by and between USF Logistics Services Inc. and USF Distribution Services Inc.

WITNESSETH:

In consideration of the premises and mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of the merger, the mode of carrying the same into effect, the manner and basis of converting the shares of the Merging Corporation (as defined below) into shares of the Surviving Corporation (as defined below) 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:

USF Logistics Services Inc., a Delaware corporation ("***USF Logistics Services***"), which is a wholly owned subsidiary of YRC Regional Transportation, Inc. (USF Logistics Services may also be referred to as the "***Merging Corporation***".)

2. The name of the corporation into which the Merging Corporation proposes to merge is:

USF Distribution Services Inc., an Illinois corporation ("***Surviving Corporation***"), which is a wholly owned subsidiary of YRC Regional Transportation, Inc.

3. The terms and conditions of the proposed merger and the mode of carrying the same into effect are:

At the effective date (as described below), the Merging Corporation shall be merged into the Surviving Corporation, and the terms, provisions and conditions of the merger and the mode of carrying the same into effect are:

FIRST: The Merger. Merging Corporation shall be and is hereby merged into the Surviving Corporation, pursuant to and in accordance with all applicable provisions of the General Corporation Law of the State of Delaware, as amended, and the Business Corporation Act of 1983 of the State of Illinois, as amended.

SECOND: Results of Merger. In accordance with the laws aforesaid, the merging corporations shall be a single corporation, which single corporation shall be the Surviving Corporation and the separate existence of the Merging Corporation shall cease (except insofar as it may be continued by statute). Upon the merger becoming effective:

(i) all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed;

(ii) all property, rights, and every other interest of the Surviving Corporation and the Merged Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Corporation;

(iii) all debts due on whatever account, including subscriptions of shares (if any) and all other chooses in action;

(iv) all and every other interest, of or belonging to or due to the Merged Corporation shall be taken and deemed to be those of and vested in the Surviving Corporation without further act or deed; and

(v) the title to any real estate or any interest therein, vested in the Merged Corporation shall not revert or be in any way impaired by reason of such merger.

The Merged Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Merged Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Merged Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

THIRD: Liabilities. Upon the merger, the Surviving Corporation shall 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. This merger shall become effective upon filing with the Secretary of State of Illinois. However, for all accounting purposes, the effective date of the merger shall be at 12:01 am Central Time on January 1, 2006.

4. The manner and basis of converting the shares or the ownership interests of the Merging Corporations into shares, obligations or other securities of the Surviving Corporation are as follows:

(a) Each share of common stock, no par value, of the Surviving Corporation, outstanding on the effective date of the merger, being a total of 50 shares, shall remain outstanding as the capital stock of the Surviving Corporation.

(b) On the effective date of the merger, each share of common stock of the Merging Corporation, no par value, outstanding on the effective date of the merger, being a total of 10 shares, with a stated value of $100 per share, shall be surrendered to the Surviving Corporation and canceled.

(c) There are no dissenting stockholders of the Surviving Corporation and no dissenting stockholders of the Merging Corporation.

5. Other provisions with respect to the proposed merger deemed necessary or desirable:

(a) Certificate of Incorporation and Bylaws. On the effective date of the merger, the Certificate of Incorporation and Bylaws of the Surviving Corporation shall continue as the Certificate of Incorporation and Bylaws of the Surviving Corporation.

(b) Directors and Officers. The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of the stockholders and until their successors shall have been elected and qualified.

(c) Abandonment of Merger. Anything herein or elsewhere to the contrary notwithstanding, this Agreement 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 Agreement of Merger shall become wholly void and of no effect and there shall be no liability on the part of either of the Merging Corporation and its sole stockholder and directors, and the Surviving Corporation and its sole stockholder and directors.

(d) Amendment. This Agreement of Merger may be amended at any time prior to the effective date by action of the Board of Directors of the Merging Corporation or the Board of Directors of the Surviving Corporation; *provided* that an amendment

made subsequent to the adoption of the Agreement by the stockholders of the Merging Corporation or the Surviving Corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

(e) Further Information. The appropriate officers of the Merging Corporation are authorized to execute on behalf of the Merging Corporation any and all documents appropriate to the accomplishment of, or required to be done to accomplish, the merger under this Agreement, and to take all steps and to all things for and on behalf of the parties hereto as are required by or appropriate under the laws of the State of Illinois or the State of Delaware to accomplish the 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 of Merger.

(f) Governing Law. This Agreement of Merger shall be governed by, and construed in accordance with, the laws of the State of Illinois.

(g) Consent to Service of Process. Pursuant to Section 5/5.25 of the Business Corporation Act of 1983 of the State of Illinois and Section 321 of the Delaware General Corporation Law, the Surviving Corporation hereby agrees that it may be served with process in the State of Illinois in any proceeding for enforcement of any obligation of either of the Merging Corporations, 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 CT Corporation System as its agent to accept service of process in any such suit or other proceedings.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and that fact having been certified on the Agreement of Merger by the Assistant Secretary of each party hereto, have caused this Agreement of Merger to be executed by a duly authorized officer of each party hereto as the respective act, deed and agreement of each such party.

USF Logistics Services Inc.

By: /s/ James McMullen
Name: James McMullen
Title: Vice President and Secretary

USF Distribution Services Inc.

By: /s/ James McMullen
Name: James McMullen
Title: Vice President and Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of USF Logistics Services Inc., a corporation organized and existing under the laws of the State of Delaware ("USF Logistics Services"), hereby certify, as such Assistant Secretary, and under the seal of USF Logistics Services, that the foregoing Agreement of Merger was duly approved by the Board of Directors of USF Logistics Services by written consent effective as of December 21, 2005 in lieu of a meeting pursuant to Section 228 of the General Corporation Law of Delaware and the Bylaws of USF Logistics Services. I hereby further certify that the Agreement of Merger was duly adopted by the written consent of the sole stockholder effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the General Corporation Law of Delaware and with the Articles of Incorporation and Bylaws of USF Logistics Services.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

CERTIFICATION

I, Brenda Landry, Assistant Secretary of USF Distribution Services Inc., a corporation organized and existing under the laws of the State of Illinois ("USF Distribution Services"), hereby certify, as such Assistant Secretary, and under the seal of USF Distribution Services, that the foregoing Agreement of Merger was duly approved by the Board of Directors of USF Distribution Services by written consent effective as of December 21, 2005 in lieu of a meeting pursuant to Section 5/8.45 of the Business Corporation Act of 1983 of Illinois and the Bylaws of USF Distribution Services. I hereby further certify that the Agreement of Merger was duly adopted by the written consent of the sole stockholder effective as of December 21, 2005, and the vote by which it was adopted constitutes full legal compliance with the General Corporation Law of Delaware and with the Articles of Incorporation and the Bylaws of USF Distribution Services.

Witness my hand on this 27th day of December 2005.

/s/ Brenda Landry
Brenda Landry
Assistant Secretary

ARTICLES OF AMENDMENT
Business Corporation Act

FILED

DEC 29 2005

JESSE WHITE
SECRETARY OF STATE

1. CORPORATE NAME: USF Distribution Services Inc.

(Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on December 21, 2005.
(Month & Day)

_____ in the manner indicated below. ("X" one box only)
(Year)

☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected;

(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment;

(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment;

(Note 3)

☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment,

(Note 4)

☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Notes 4 & 5)

☒ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 5)

3. TEXT OF AMENDMENT:

a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

Meridian IQ Services Inc.

NAME CHANGE EFFECTIVE AT 12:01 AM CENTRAL TIME ON JANUARY 1, 2006.

Text of Amendment

b. *(if amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

No change. Amendment does not affect the corporate purpose.

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

No change.

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*

No change.

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: *(If not applicable, insert "No change") (Note 6)*

	Before Amendment	**After Amendment**
Paid-in Capital	$ No change	$ _____

(Complete either Item 6 or 7 below. All signatures must be in BLACK INK.)

6. The undersigned corporation has caused these articles to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated December 27 (*Month & Day*), 2005 (*Year*) USF Distribution Services Inc. (*Exact Name of Corporation at date of execution*)

/s/ Brenda Landry
(Any Authorized Officer's Signature)

Vice Pres. & Asst. Sec. of USF Distribution Services Inc.
(Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____ (*Month & Day*), _____ (*Year*)

n/a

ARTICLES OF AMENDMENT
Business Corporation Act

FILED

JUN 15 2007

JESSE WHITE
SECRETARY OF STATE

1. CORPORATE NAME: Meridian IQ Services, Inc.

(Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on June 13 , (Month & Day)

2007 in the manner indicated below. ("X" one box only)
(Year)

☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected;

(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment;

(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment;

(Note 3)

☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;

(Note 4)

☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;

(Notes 4&5)

☒ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

(Note 5)

3. TEXT OF AMENDMENT:

a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

YRC LOGISTICS SERVICES, INC.

This amendment shall be effective July 2, 2007.

Text of Amendment

b. *(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

No change

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

No change

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*

No change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: *(If not applicable, insert "No change") (Note 6)*

	Before Amendment	**After Amendment**
Paid-in Capital	$ _____	$ _____

(Complete either Item 6 or 7 below. All signatures must be in BLACK INK.)

6. The undersigned corporation has caused these articles to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated June 13 (*Month & Day*), 2007 (*Year*) Meridian IQ Services, Inc. (*Exact Name of Corporation at date of execution*)

/s/ James D. McMullen
(Any Authorized Officer's Signature)

James D. McMullen, Vice President and Secretary
(Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____ (*Month & Day*), _____ (*Year*)

STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE
Business Corporation Act

FILED

AUG 01 2005

JESSE WHITE
SECRETARY OF STATE

1. Corporate Name: USF Distribution Services Inc.

2. State or Country of Incorporation: Illinois

3. Name and Address of Registered Agent and Registered Office as they appear on the records of the Office of the Secretary of State (before change):

Registered Agent: Richard C. Pagano
(First Name / Middle Name / Last Name)

Registered Office: 8550 W Bryn Mawr Ste 700
(Number Street / Suite No. (P.O. Box alone is unacceptable))

Chicago | 60631 | Cook
(City / ZIP Code / County)

4. Name and Address of Registered Agent and Registered Office shall be (after all changes herein reported):

Registered Agent: CT Corporation System
(First Name / Middle Name / Last Name)

Registered Office: 208S LaSalle Street, Suite 814
(Number Street / Suite No. (P.O. Box alone is unacceptable))

Chicago, IL 60604 | COOK
(City / ZIP Code / County)

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)

a. ☒ Resolution duly adopted by the board of directors. (Note 5)

b. ☐ Action of the registered agent (Note 6)

7. **If authorized by the board of directors, sign here. See Note 5 below.**

The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated 7/18 (Month & Day) , 2005 (Year) — USF Distribution Services Inc. (Exact Name of Corporation)

/s/ Richard C. Pagano
Any Authorized Officer's Signature

RICHARD C. PAGANO, SECRETARY
Name and Title (type or print)

If change of registered office by registered agent, sign here. See Note 6 below.

The undersigned, under penalties of perjury, affirms that the facts stated herein are true and correct.

Dated _____ (Month & Day) , ____ (Year) — _____ (Exact Name of Corporation)

_____
Name (type or print)
If Registered Agent is a corporation,
Name and Title of officer who is signing on its behalf.

NOTES

1. The registered office may, but need not be, the same as the principal office of the corporation. However, the registered *office and the office address of the registered agent* must be the same.
2. The registered office must include a street or road address (P.O. Box alone is unacceptable).
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, the corporation must file with the Recorder of Deeds of the new county a certified copy of the Articles of Incorporation and a certified copy of the Statement of Change of Registered Office. Such certified copies may be obtained ONLY from the Secretary of State.
5. *Any change of registered agent must* be by resolution adopted by the board of directors. This statement must be signed by a duly authorized officer.
6. The registered agent may report a change of the registered office of the corporation for which he/she is a *registered* agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of *such corporation must sign this statement.*

Exhibit 3.28

ADOPTED BY WRITTEN CONSENT OF DIRECTORS IN LIEU OF SPECIAL MEETING ON APRIL 14, 2008

AMENDMENT OF BY-LAWS

RESOLVED, that, in accordance with Article XII of the By-Laws of the Company, the By-Laws shall be, and hereby are, amended as follows:

Section 3.02 shall be and it hereby is replaced in its entirety by the following:

Number, Election and Term. The number of directors that shall constitute the entire Board of Directors shall be fixed from time to time as determined by resolution of the Board adopted by a majority of the members of the Board, but shall consist of not less than one (1) member. The initial number of directors shall be three (3). The number of directors constituting the entire Board shall be set forth in the notice of any meeting of stockholders held for the purpose of electing directors. The directors shall be elected at the annual meeting of stockholders, except as provided in Section 3.03, and each director elected shall hold office until his or her successor shall be elected and shall qualify.

AMENDED AND RESTATED BY-LAWS

OF

YRC LOGISTICS SERVICES, INC.

Adopted as of July 2, 2007

ARTICLE I

OFFICES

SECTION 1.01 *Registered Office*. The corporation shall have and continuously maintain in the State of Illinois (a) a registered office which may be, but need not be, the same as its principal place of business in Illinois and (b) a registered agent having a business office identical with such registered office. The address of the registered office may be changed from time to time.

SECTION 1.02 *Other Offices*. The corporation may also have offices at such other places both within and without the State of Illinois as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

SECTION 2.01 *Place of Meeting*. All meetings of shareholders for the election of directors shall be held at such place, either within or without the State of Illinois, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

SECTION 2.02 *Annual Meeting*. An annual meeting of shareholders, for the purpose of electing directors and for the transaction of such other business as may be properly be brought before the meeting, shall be held at such time as is provided in a resolution of the Board of Directors and stated in a notice of the meeting or in a duly executed waiver of notice hereof. If the election of directors shall not be held on the day designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2.03 *Voting List*. The officer or agent having charge of the transfer book for shares of a corporation shall make, within 20 days after the record date for a meeting of shareholders, or 10 days before such meeting of shareholders, whichever is earlier, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, to copying at the shareholder's expense, during ordinary business hours, for a period of at least 10 days prior to the meeting, and shall be kept on file at the registered office of the corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof,

and may be inspected by any shareholder who is present. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

SECTION 2.04 *Special Meeting*. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the Chairman of the Board, or by the President of the corporation or by holders of not less than one-fifth of the outstanding shares entitled to vote on the matter for which the meeting is called, or persons as may be provided in the Articles of Incorporation. Such request shall state the purpose or purposes of the proposed meeting.

SECTION 2.05 *Notice of Meeting*. Written 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 given to each shareholder entitled to vote thereat, not less than 10 nor more than 60 days before the meeting, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets not less than 20 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons 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 addressed to the shareholder at his or her address as it appears on the records of the corporation, with postage thereon prepaid. If a meeting is adjourned to another time or place, notice need not be given or the adjourned meeting the new time and place are announced at the meeting at which the adjournment is taken

SECTION 2.06 *Quorum*. Unless otherwise provided in the Articles of Incorporation, the holders of a majority of the shares of the corporation's capital share issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of shareholders for the transaction of business, except in no event shall a quorum consist of less than one-third of the votes of the shares entitled to so vote. Notwithstanding the other provisions of the Articles of Incorporation, these by-laws, or by the Business Corporation Act, if a quorum of the holders of a majority of the shares of the corporation's capital share entitled to vote is present the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on a matter shall be the act of the shareholders. If a quorum is not present, a majority of the shares represented may adjourn to meeting from time to time without further notice. Withdrawal of shareholders from a meeting shall not cause failure of a quorum at the meeting.

SECTION 2.07 *Voting*. Each outstanding share, regardless of class, shall be entitled to vote in each mater submitted to a vote at a meeting of shareholders, and in all elections for directors, every shareholder shall have the right to vote the number of shares owned by such shareholder for as many persons as there are directors to be elected, or to cumulate such votes and give one candidate as many votes as shall equal the number of directors multiplied by the number of such shares or to distribute such cumulative votes in any proportion among any number of candidates. Every shareholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such shareholder, bearing a date not more than 11 months prior to voting, unless such instrument provides for a longer period, An appointment of a proxy is revocable by the shareholder unless the appointment

form conspicuously states that it is irrevocable and the appointment is coupled with an interest in the shares or in the corporation generally.

SECTION 2.08 *Consent of Shareholders*. Any action required to be taken at any annual or special meeting of the shareholders of the corporation, or any other action which may be taken at a meeting, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed (a) by the holders of the outstanding shares 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 thereon were present and voting or (b) by all of the shareholders entitled to vote with respect to the subject matter thereof. If such consent is signed by less than all of the shareholders entitled to vote, then such consent shall become effective only if at least five days prior to the execution of the consent a notice in writing is delivered to all shareholders entitled to vote with respect to the subject matter thereof and, after the effective date of the consent, prompt notice of the taking of the corporation action without a meeting by less than unanimous written consent shall be delivered in writing to those shareholders who have not consented in writing.

SECTION 2.09 *Voting of Shares of Certain Holders*. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or legal representative authorized to vote such shares under the laws of incorporation of such corporation. The corporation may treat the President or other person holding the position of the Chief Executive Officer of such other corporation as authorized to vote such shares, together with any other person indicated and any other holders of an office indicated by the corporate shareholder to the corporation as a person or an office authorized to vote such shares. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator, or trustee may be voted by such fiduciary, either in person or by proxy. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer therof into his or her name if authority so to do is contained in an appropriate order of the court by which such receiver was appointed. A shareholder whose shares are pledged shall be entitled to vote such shares, until the shares have been transferred into the name of the pledge, and thereafter the pledge shall be entitled to vote the shares so transferred.

SECTION 2.10 *Treasury Shares*. The corporation shall not vote, directly or indirectly, shares of its own capital shares owned by it; and such shares shall not be counted in determining the total number of outstanding shares of the corporation’s capital shares.

SECTION 2.11 *Fixing Record Date*. For the purpose of determining shareholders entitled to notice of or to vote any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to made a determination of shareholders for any other purpose, the Board of Directors of the corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 60 days and, for a meeting of shareholders, not less than 10 days, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange or assets, not less than 20 days, immediately preceding such meeting. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date

on which the resolutions of the Board or Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof.

SECTION 2.12 *Waiver of Notice*. Whenever any notice whatsoever is required to be given under the provisions of the Business Corporation Act or under the provisions of the Articles of Incorporation of these by-laws, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time state therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01 *Powers*. The business and affairs of the corporation shall be managed by or under the direction of its Board of Directors.

SECTION 3.02 *Number, Election and Term*. The Board of Directors shall consist of one or more members. The number of directors shall be fixed or a variable range as established by the by-laws. If the by-laws establish a variable range, the maximum number may not exceed the minimum by more than five and the number of directors may be increased or decreased from time to time within the minimum and maximum, by the directors or the shareholders without further amendment to the by-laws. If the number of directors is fixed, the number of directors may be changed from time to time by amendment to the by-laws. The term of all directors expire at the next annual shareholders' meeting following their election. The term of a director elected to fill a vacancy expires at the next annual shareholders' meeting at which his or her predecessor's term would have expired. The term of a director elected as a result of an increase in the number of directors expires at the next annual shareholders' meeting. Despite the expiration of a director's term, he or she continues to serve until the next meeting of shareholders at which directors are elected. A decrease in the number of directors does not shorten an incumbent director's term.

SECTION 3.03 *Vacancies, Additional Directors, and Removal From Office*. If any vacancy occurs in the Board of Directors or if any new directorship is created by an increase in the authorized number of directors, a majority of the directors then in office may choose a successor or fill the newly created directorship; and a director so chosen shall hold office until the next meeting of shareholders at which directors are to be elected. One or more of the directors may be removed, with or without cause, at a meeting of shareholders by the affirmative vote of the holders of a majority of the outstanding shares then entitled to vote at an election of directors. No director shall be removed at a meeting of shareholders unless the notice of such meeting shall state that a purpose of the meeting is to vote upon the removal of one or more directors named in the notice. Only the named director or directors may be removed at such meeting. In the case of a corporation having cumulative voting, if less than the entire board is to be removed, no director may be removed, with or without cause, if the votes cast against his or

her removal would be sufficient to elect him or her if then cumulatively voted at an election of the entire Board of Directors.

SECTION 3.04 *Regular Meeting*. A regular meeting of the Board of Directors shall be held each year, without other notice than these by-laws, at the place of, and immediately following, the annual meeting of shareholders; and other regular meetings of the Board of Directors shall be held each year, at such time and place as the Board of Directors may determine, either within or without the State of Illinois, without other notice.

SECTION 3.05 *Special Meeting*. A special meeting of the Board of Directors may be called by the President of the corporation and shall be called by the Secretary on the written request of any two directors. The Chairman or President so calling, or the directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Illinois, for holding such meeting.

SECTION 3.06 *Notice of Special Meeting*. Written notice of special meetings of the Board of Directors shall be given to each director by mail to each director at his or her business address or personally at least two days prior to the time of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon paid. Any director may waive notice of any meeting. 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 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 special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that notice shall be given of any proposed amendment to the by-laws if it is to be adopted at any special meeting or with respect to any other matter where notice is required by statute.

SECTION 3.07 *Quorum*. A majority of the Board of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Articles of Incorporation or by these by-laws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 3.08 *Action Without Meeting*. Unless otherwise restricted by the Articles of Incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if all members of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, setting forth the action so taken, shall be signed by all the directors entitled respect to the subject matter thereof. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more directors. All the approvals evidencing the consent shall be delivered to the Secretary to be filed in the corporate records. The action taken shall be effective when all the directors have approved the consent unless the consent specifies a different effective date. Any such consent

signed by all the directors or all the members of a committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State of Illinois or elsewhere.

SECTION 3.09 *Compensation*. Unless otherwise provided in the Articles of Incorporation or by-laws, the Board of Directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

SECTION 3.10 *Conflict of Interest*. If a transaction is fair to a corporation at the time it is authorized, approved, or ratified, the fact that a director of the corporation is directly or indirectly a party to the transaction is not grounds for invalidating the transaction or the director's vote regarding the transaction; provided, however, that in a proceeding contesting the validity of such a transaction, the person asserting validity has the burden of proving fairness unless: (a) the material facts of the transaction and the director's interest or relationship were disclosed or known to the Board of Directors or a committee of the board and the board or committee authorized, approved or ratified the transaction by the affirmative votes of a majority of disinterested directors, even though the disinterested directors be less than a quorum; or (b) the material facts of the transaction and the director's interest or relationship were disclosed or known to the shareholders entitled to vote and they authorized, approved or ratified the transaction without counting the vote of any shareholder who is an interested director.

SECTION 3.11 *Presumption of Assent*. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV

COMMITTEE OF DIRECTORS

SECTION 4.01 *Designation, Powers and Name*. If the Articles of Incorporation or by-laws so provide, a majority of the directors may create one or more committees, each to have one or more members, and appoint members of the board to serve on the committee or committees. A committee's members shall serve at the pleasure of the Board of Directors. Unless the appointment by the Board of Directors requires a greater number, a majority of any committee shall constitute a quorum and a majority of a quorum is necessary for committee action. A committee may act by unanimous consent in writing without a meeting and, subject to the provisions of the by-laws or action by the Board of Directors, the committee by majority vote of its members shall determine the time and place of meetings and the notice required therefor. To the extent specified by the Board of Directors or in the Articles of Incorporation or by-laws, each committee may exercise the authority of the Board of Directors; provided, however, a committee may not: (a) authorize distributions, except for dividends to be paid with respect to

shares of any preferred or special classes or any series thereof; (b) approve or recommend to shareholders any act required to be approved by shareholders; (c) fill vacancies on the board or on any of its committees; (d) elect or remove officers or fix the compensation of any member of the committee; (e) adopt, amend or repeal the by-laws; (f) approve a plan of merger not requiring shareholder approval; (g) authorize or approve reacquisition of shares, except according to a general formula or method prescribed by the board; (h) authorize or approve the issuance or sale, or contract for sale, of shares, except that the board may direct a committee (1) to fix the specific terms of the issuance or sale or contract for sale, including without limitation the pricing terms or the designation and relative rights, preferences, and limitations of a series of shares if the Board of Directors has approved the maximum number of shares to be issued pursuant to such delegated authority or (2) to fix the price and the number of shares to be allocated to particular employees under an employee benefit plan; or (i) amend, alter, repeal, or take action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of a committee.

SECTION 4.02 *Minutes*. Each committee of directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

SECTION 4.03 *Compensation*. Members of special or standing committees may be allowed compensation for attending committee meetings, if the Board of Directors shall so determine.

ARTICLE V

NOTICE

SECTION 5.01 *Methods of Giving Notice*. Whenever, under the provisions of applicable statutes, the Articles of Incorporation or these by-laws, notice is required to be given to any director, member of any committee, or shareholder, such notice may be given in writing and delivered personally or mailed to such director, member, or shareholder; provided that in the case of a director or a member of any committee such notice may be given orally or by telephone. If mailed, notice to a director, member of a committee, or shareholder shall be deemed to be given when deposited in the United States mail first class in a sealed envelope, with postage thereon prepaid, addressed, in the case of a shareholder, to the shareholder at the shareholder's address as it appears on the records of the corporation or, in the case of a director or a member of a committee, to such person at his business address. Notice to directors and shareholders may also be given by facsimile telecommunication.

SECTION 5.02 *Written Waiver*. Whenever any notice is required to be given under the provisions of an applicable statute, the Articles of Incorporation, or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

OFFICERS

SECTION 6.01 *Officers*. The officers of the corporation shall be a President, one or more Vice Presidents, any one or more of which may be designated Executive Vice President or Senior Vice President, and a Secretary. The Board of Directors may appoint such other officers and agents, including a Chairman of the Board, a Treasurer, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers, in each case as the Board of Directors shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. Any two or more offices may be held by the same person. The Chairman of the Board, if one is elected, shall be elected from among the directors. With the foregoing exceptions, none of the other officers need be a director, and none of the officers need be a shareholder of the corporation.

SECTION 6.02 *Election and Term of Office*. The officers of the corporation shall be elected annually by the Board of Directors at its first regular meeting held after the annual meeting of shareholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a director in the case of the Chairman.

SECTION 6.03 *Removal and Resignation*. Any officer or agent elected or appointed by the Board of Directors may be removed without cause by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.04 *Vacancies*. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 6.05 *Salaries*. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors; and no officer shall be prevented from receiving such salary by reason of his also being a director.

SECTION 6.06 *Chairman of the Board*. The Chairman of the Board, if one is elected, shall preside at all meetings of the Board of Directors or of the shareholders of the corporation. The Chairman shall formulate and submit to the Board of Directors or the Executive Committee matters of general policy for the corporation and shall perform such other duties as usually appertain to the office or as may be prescribed by the Board of Directors or the Executive Committee.

SECTION 6.07 *President*. The President shall be the Chief Executive Officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise

and control the business and affairs of the corporation. In the absence of the Chairman of the Board (if one is elected), the President shall preside at all meetings of the Board of Directors and of the shareholders. He may also preside at any such meeting attended by the Chairman if he is so designated by the Chairman. He shall have the power to appoint and remove subordinate officers, agents and employees, except those elected or appointed by the Board of Directors. The President shall keep the Board of Directors and the Executive Committee fully informed and shall consult them concerning the business of the corporation. He may sign with the Secretary or any other officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts, or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these by-laws or by the Board of Directors to some other officer or agent of the corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the corporation to vote, all shares of any other corporation standing in the name of the corporation and in general he shall perform all other duties normally incident to the office of President and such other duties as may be prescribed by the shareholders, the Board of Directors, or the Executive Committee from time to time.

SECTION 6.08 *Vice Presidents*. In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President (or in the event there shall be no Vice President designated Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the corporation. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President, the Board of Directors or the Executive Committee.

SECTION 6.09 *Secretary*. The Secretary shall (a) keep the minutes of the meetings of the shareholders, the Board of Directors and committees of directors; (b) see that all notices are duly given in accordance with the provisions of these by-laws and as required by law; (c) be custodian of the corporate records and of the seal of the corporation;,(d) see that the seal of the corporation or a facsimile thereof is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these by-laws; (e) keep or cause to be kept a register of the post office address of each shareholder which shall be furnished by such shareholder; (f) have general charge of the share transfer books of the corporation; and (g) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee.

SECTION 6.10 *Treasurer*. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 7.03 of these by-laws; (c) prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, at each

annual meeting of the shareholders, and at such other times as may be required by the Board of Directors, the President or the Executive Committee, a statement of financial condition of the corporation in such detail as may be required; and (d) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee.

SECTION 6.11 *Assistant Secretary and Treasurer*. The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President, the Board of Directors, or the Executive Committee. The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The Assistant Secretaries may sign, with the President or a Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII

CONTRACTS, CHECKS, AND DEPOSITS

SECTION 7.01 *Contracts*. Subject to the provisions of Section 6.01, the Board of Directors may authorize any officer, officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 7.02 *Checks*. All checks, demands, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers or such agent or agents of the corporation, and in such manner, as shall be determined by the Board of Directors.

SECTION 7.03 *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 VIII

CERTIFICATED SHARES

SECTION 8.01 *Issuance*. Certificates representing shares of the corporation, if any, shall be in such form as may be determined by the Board of Directors. Certificates shall be signed by the President or a Vice President or such other officer authorized by the Board of Directors and by the Secretary or an Assistant Secretary and shall be sealed with the seal, if any, of the corporation. If a certificate is countersigned by a transfer agent or registrar, other than the corporation itself or its employee, any other signatures or countersignature on the certificate may be facsimiles. Each certificate shall state that the corporation is organized under the laws of the State of Illinois, the name of the person to whom issued the number and class of shares, and the

designation of the series, if any, which such certificate represents. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards to the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled or properly accounted for in the case of a lost certificate.

SECTION 8.02 *Transfers*. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

SECTION 8.03 *Uncertificated Shares*. The Board of Directors may provide by resolution that some or all of any or all classes and series shall be uncertificated shares, provided that such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this Article and the Business Corporation Act. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares and rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

ARTICLE IX

DIVIDENDS

SECTION 9.01 *Declaration*. Dividends may be declared by the Board of Directors, and the corporation may make, distributions to its shareholders, subject to any restrictions in the Articles of Incorporation or as provided to applicable law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Articles of Incorporation.

SECTION 9.02 *Reserve*. No distribution may be made if, after giving it effect the corporation would be insolvent or the net assets of the corporation would be less than zero or less than the maximum amount payable at the time of distribution to shareholders having preferential rights in liquidation if the corporation were then to be liquidated.

ARTICLE X

INDEMNIFICATION

SECTION 10.01 *Third Party Actions*. The corporation may indemnify any director or officer of the corporation, and may indemnify any other person, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in

the right of the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 10.02 *Actions by or in the Right of the Corporation*. The corporation may indemnify any director or officer and may indemnify any other person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

SECTION 10.03 *Mandatory Indemnification*. 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 Sections 10.01 and 10.02, 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, if the person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation.

SECTION 10.04 *Determination of Conduct*. Any indemnifications under Sections 10.01 and 10.02 (unless indemnification is ordered by a court) shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections 10.01 or 10.02. Such determination shall be made with respect to a person who is a director or officer at the time of the determination: (a) 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 at the time of determination, (b) by a committee of the directors who are not parties to such action, suit, or proceeding, even

though less than a quorum, designated by a majority vote of the directors, (c) if there are no such directors, or if the directors so direct, by independent legal counsel in a written opinion, or (d) by the shareholders.

SECTION 10.05 *Payment of Expenses in Advance*. 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, officer, employee, or agent 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 Article X. Such expenses (including attorney's fees) incurred by former directors and officers or other employees and agents may be so paid on such terms and conditions, if any, as the corporation deems appropriate.

SECTION 10.06 *Indemnity Not Exclusive*. The indemnification and advancement of expenses provided or granted hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, any other by-law, agreement, vote of shareholders, or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

SECTION 10.07 *Definitions*. For purposes of this Article X:

(a) "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee, or agent of such 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 this Article X with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued;

(b) "other enterprises" shall include employee benefit plans;

(c) "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan;

(d) "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation that 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

(e) 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 X.

SECTION 10.08 *Continuation of Indemnity*. The indemnification and advancement of expenses provided or granted hereunder shall, unless otherwise provided when authorized or ratified, 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.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01 *Seal*. The corporate seal, if one is authorized by the Board of Directors, may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 11.02 *Books*. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Illinois at the offices of the corporation, or at such other place or places as may be designated from time to time by the Board of Directors.

SECTION 11.03 *Fiscal Year*. The fiscal year of the corporation shall be determined by the Board of Directors

ARTICLE XII

AMENDMENT

These by-laws may be altered, amended, or repealed by a majority of the number of directors then constituting the Board of Directors at any regular meeting of the Board of Directors without prior notice, or at any special meeting of the Board of Directors if notice of such alteration, amendment, or repeal be contained in the notice of such special meeting.

ARTICLES OF AMENDMENT

(Section 414-285, Hawaii Revised Statutes)

The undersigned, duly authorized officer of the corporation submitting these Articles of Amendment, certifies as follows:

1. The name of the corporation is:

   IMUA HANDLING CORPORATION

2. The amendment(s) adopted is attached.

3. The total number of shares outstanding is: 100

4. The amendment(s) was adopted:

   by written consent dated January 27, 2009 which all of the shareholders signed.

5. If the amendment(s) provides for an exchange, reclassification, or cancellation of issued shares, provisions necessary to effect the exchange, reclassification, or cancellation, if any, have been made.

The undersigned certifies under the penalties of Section 414-20, Hawaii Revised Statutes, that the undersigned has read the above statements. I/We are authorized to make this change, and that the statements are true and correct.

Signed this 27th day of January, 2009

Joseph J. Pec, Assistant Secretary	/s/ Joseph J. Pec
(Type/Print Name & Title)	(Signature of Officer)

ATTACHMENT TO ARTICLES OF AMENDMENT
of
IMUA HANDLING CORPORATION

A. Article IV of the Articles of lncorporation of lmua Handling Corporation shall be amended by deleting the following language:

“Note: At least one member of the board must be a resident of the State of Hawaii.”

B. A new Article VI shall be inserted in the Articles of Incorporation of lmua Handling Corporation as follows:

“ARTICLE VI

Limitation of Liability

1. No shareholder shall be liable for the debts of the Corporation beyond the amount that may be due or unpaid upon any share or shares of stock of the Corporation owned by such shareholder.

2. The personal liability of the directors in any action brought by the shareholders or the Corporation for monetary damages against’ any director for any action taken, or any failure to take any actions, as a director of the Corporation shall be, and hereby is, eliminated to the fullest extent permitted by Section 41 4-222, Hawaii Revised Statutes, or any amendment thereof or successor statute thereto from time to time in effect.

3. No director or officer of the Corporation shall be liable for the negligence or misconduct of any other director or officer, or for any loss suffered by the Corporation, unless caused by the director’s or officer’s gross negligence or willful misconduct.”

STATEMENT OF CHANGE OF REGISTERED AGENT'S BUSINESS ADDRESS

(Section 414-82, 414D-72, 414D-275, 425-19, 425E-115, 428-108 Hawaii Revised Statutes)

The undersigned registered agent certifies as follows:

1. Profit Corporation

2. The name and state/country of incorporation/formation or organization of the entity is:

IMUA HANDLING CORPORATION HI

3. My business address has been changed:

From: 1000 Bishop Street, Honolulu, Hawaii 96813

To: 800 Fort Street Mall, Suite 1800, Honolulu, Hawaii 96813

4. The address of the entity's registered office and my business address is identical.

5. The entity has been notified of this change.

I certify under the penalties of Section 414-20, 414D-12, 425-13, 425-172, 425E-20B 428-1302. Hawaii Revised Statutes, as applicable, that I have read the above statements and that the same are true and correct.

Signed this 8th day of February, 2007

C T CORPORATION SYSTEM
(Type/Print Name of Agent)

/s/ Kenneth J. Uva
(Signature)

Office Held: Vice President

ARTICLES OF INCORPORATION

(Section 415-54, Hawaii Revised Statuses)

The undersigned, for the purpose of forming a corporation under the laws of the State of Hawaii, do hereby make and execute these Articles of Incorporation:

I

The name of the corporation shall be:

Imua Handling Corporation

II

The mailing address (must be a street address) of the initial or principal office of the corporation is:

c/o The Corporation Company, Inc., 1000 Bishop Street, Honolulu, Hawaii 96813

III

The aggregate number of common shares all of the same class which the corporation shall have authority to issue is

1,000

IV

The initial Board of Directors shall consist of three members whose names and residence addresses are as follows:

Name	Residence Address
Gerald H. Post	3N125 Morningside Ave. West Chicago, IL 60185
Richard Takashima	2213 Manoa Road, Honolulu, HI 96822
Julian Velez	2046 Avenida Hacienda, Chino Hills, CA 91709

Note: At least one member of the board must be a resident of the State of Hawaii.

V

The officers of the corporation shall be a president, one or more vice presidents, a secretary and a treasurer, and such other officers and assistant officers as may be deemed necessary, who shall be appointed by the Board of Directors as shall be prescribed by the By-Laws.

The following individuals are the initial officers of the corporation:

Office Title	Name	Residence Address
President	Richard Takashima	2213 Manoa Road, Honolulu, HI 96822
Vice President	Julian Velez	2046 Avenida Hacienda, Chino Hills, CA 91709
Secretary	Richard C. Pagano	246 Atlantic Lane, E1k Grove Village, IL 60007
Treasurer	Gerald H. Post	3N125 Morningside Ave., West Chicago, IL 60185
VP	Gerald H. Post	3N125 Morningside Ave., West Chicago, IL 60185
VP	Christopher L. Ellis	333 Linden, Oak Park, Illinois 60302

We certify that we have read the above statements and that the same are true and correct to the best of our knowledge and belief.

Signed this 17th day of June, 1999.

Richard C. Pagano
(Type/Print Name of Incorporator)

/s/ Richard C. Pagano
(Signature of Incorporator)

Exhibit 3.30

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
IMUA HANDLING CORPORATION

RESOLVED, that Article V, Section 1 of the By-Laws of Imua Handling Corporation (the "**Corporation**") shall be amended by deleting the following sentence:

"No less than one member of every board of directors shall at all times be a resident of the State of Hawaii."

The remaining language of Article V, Section 1 shall remain the same.

RESOLVED, FURTHER, that Article IX, Sections 1 and 2 of the By-Laws of the Corporation shall be deleted in their entirety and replaced as follows:

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president and a secretary. The board of directors may also choose a treasurer, additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents and a secretary.

RESOLVED, FURTHER, that Article XI, Section 5 of the By-Laws of the Corporation, entitled "SEAL," shall be deleted in its entirety.

RESOLVED, FURTHER, that new Articles XIII and XIV shall be inserted into the By-Laws of the Corporation, as follows:

ARTICLE XIII

Conflicts of Interest

Section 1. **Conflict of Interest**. No "director's conflicting interest transaction" (as such term is defined in **Section 414-261, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect) shall be enjoined, set aside, or give rise to an award of damages or other sanctions, in a proceeding by a shareholder or by or in the right of the Corporation, because the director, or any person with whom or which the director has a personal, economic, or other association, has an interest in the transaction if:

(a) Pursuant to and in accordance with **Section 414-263, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect, the transaction received the affirmative vote of a majority (but no fewer than two (2)) of the "qualified directors" (as such term is defined in **Section**

414-263(d), Hawaii Revised Statutes, or any amendment thereof or successor statute thereto from time to time in effect) on the Board of Directors or a duly empowered committee of the Board of Directors who voted on the transaction after either (i) required disclosure to them (to the extent the information was not known to them), or (ii) sufficient disclosure is made in accordance with **Section 414-263(b), Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect; or

(b) Pursuant to and in accordance with **Section 414-264, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect, a majority of the votes entitled to be cast by the holders of all "qualified shares" (as such term is defined in **Section 414-264(b), Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect) were cast in favor of the transaction after (i) notice to the shareholders describing the director's conflicting interest transaction, (ii) provision of the information required in **Section 414-264(d), Hawaii Revised Statutes**, or any amendment thereof or successor statutes thereto from time to time in effect, and (iii) required disclosure to the shareholders who voted on the transaction (to the extent the information was not known to them); or

(c) The transaction, judged according to the circumstances at the time of commitment, is established to have been fair to the Corporation.

Section 2. **Determination of Quorum; Voting**.

(a) **Board of Directors**. A majority (but no fewer than two (2)) of all the qualified directors on the Board of Directors, or on the committee duly empowered by the Board of Directors who voted on the transaction, constitutes a quorum for purposes of action to approve a director's conflicting interest transaction. The action of directors that otherwise complies with this section is not affected by the presence or vote of a director who is not a qualified director.

(b) **Shareholders**. A majority of votes entitled to be cast by the holders of all qualified shares constitutes a quorum for purposes of action to approve a director's conflicting interest transaction. Subject to **Section 414-264(d), Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect, shareholders' action that otherwise complies with this section is not affected by the presence of holders, or the voting, of shares that are not qualified shares.

ARTICLE XIV

Indemnification of Directors and Officers

Section 1. **Indemnification of Officers and Directors**. The Corporation shall indemnify any "officer" or "director" (as such terms are defined in **Section 414-241, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect) who was or is a "party" to a "proceeding" (as such terms are defined in **Section 414-241, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect) because such officer or director is an officer or director of the Corporation against "liability" (as the term is defined in **Section 414-241, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect) incurred in the proceeding if (a) the officer or director conducted himself in good faith, and (b) the officer or director reasonably believed (i) in the case of conduct of official capacity, that the officer's or director's conduct was in the best interests of the Corporation, and (ii) in all other cases, that the officer's or director's conduct was at least not opposed to the best interests of the Corporation, and (c) in the case of any criminal proceeding, the officer or director had no reasonable cause to believe the officer's or director's conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the officer or director did not meet the relevant standard of conduct required herein. An officer's or director's conduct with respect to an employee benefit plan for a purpose the officer or director reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirements of clause (b)(ii) hereinabove.

Section 2. **Limitation of Indemnification of Officers and Directors**. Unless ordered by a court under **Section 414-245(a)(3), Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect, the Corporation shall not indemnify an officer or director (a) in connection with a proceeding by or in the right of the Corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the officer or director has met the relevant standard of conduct under Section 1 above, or (b) in connection with any proceeding with respect to conduct for which the officer or director was adjudged liable on the basis that the officer or director received a financial benefit to which the officer or director was not entitled, whether or not involving action in the officer's or director's official capacity.

Section 3. **Successful Defense of Claims**. To the extent that a director or officer has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which the officer or director was a party because the officer or director was an officer or director, respectively, of the Corporation, the Corporation shall indemnify such officer or director against reasonable expenses incurred by the officer or director in connection with the proceeding.

Section 4. **Determination That Indemnification is Proper**. Except in a situation governed by Section 3 above, any indemnification under this Article shall be made by the Corporation only if authorized for a specific proceeding after a determination has been made that indemnification of the officer or director is permissible because the officer or director has met the relevant standard of conduct set forth in this Article. The determination shall be made:

(a) if there are two (2) or more "disinterested directors" (as the term is defined in **Section 414-241, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect), by the Board of Directors by a majority vote of all the disinterested directors (a majority of whom for this purpose shall constitute a quorum) , or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote; or

(b) by special legal counsel selected in the manner set forth in Section 4(a) above, or, if there are fewer than two (2) disinterested directors, selected by the Board of Directors (in which case, directors who do not qualify as disinterested directors may participate in the selection); or

(c) by the shareholders, except that shares owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the determination; or

(d) pursuant to and in accordance with **Section 414-245, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect, by the court conducting the proceeding or another court of competent jurisdiction upon application made by the officer or director who is a party to the proceeding because such officer or director is an officer or director of the Corporation.

Section 5. **Expenses Paid in Advance of Final Disposition**. The Corporation, before final disposition of a proceeding, may advance funds to pay for or reimburse the reasonable expenses incurred by an officer or director who is a party to a proceeding because such officer or director is an officer or director, respectively, of the Corporation if the officer or director

delivers to the Corporation (a) a written affirmation of the officer's or director's good faith belief that the officer or director has met the relevant standard of conduct described in this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Incorporation, and (b) the officer's or director's written undertaking to repay any funds advanced if the officer or director is not entitled to mandatory indemnification under Section 3 above and it is ultimately determined under Section 4 above that the officer or director has not met the relevant standard of conduct described in this Article. The undertaking required by clause (b) above must be an unlimited general obligation of the officer or director but need not be secured and may be accepted without reference to the financial ability of the officer or director to make repayment.

Section 6. **Rights Not Exclusive**. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of shareholders, or disinterested directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding the office, and shall continue as to a person who has ceased to be an officer or director of the Corporation and shall inure to the benefit of the heirs and personal representatives of the person.

Section 7. **Insurance**. The Corporation may purchase and maintain insurance on behalf of any person who is a director or officer of the Corporation, or who, while a director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against any liability asserted against or incurred by the director or officer in that capacity or arising out of the director's or officer's status as a director of officer, whether or not the Corporation would have the power to indemnify or advance expenses to the director or officer against such liability under **Chapter 414, Hawaii Revised Statutes**, or any amendment thereof or successor statute thereto from time to time in effect.

IMUA HANDLING CORPORATION

*****

BY-LAWS

JUNE 22, 1999

*****

ARTICLE I
OFFICES

Section 1. The principal office shall be located in Honolulu, Hawaii. The registered office of the corporation in the State of Hawaii shall be C T Corporation System, 1000 Bishop Street, City of Honolulu, County of Honolulu, State of Hawaii.

Section 2. The corporation may also have offices at such other places within or without the State of Hawaii as the board of directors may from time to time appoint or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders for the election of directors shall be held in Honolulu, State of Hawaii, at such place as may be fixed from time to time by the board of directors.

Section 2. Annual meetings of shareholders commencing with the year 2000 shall be held on the first Monday of May, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 AM, when they shall elect a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written or printed notice stating the place, day and hour of the meeting shall be delivered not less than ten nor more than seventy 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 or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

ARTICLE III
SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or without the State of Hawaii as shall be stated in the notice of the meeting or in a duly executed notice of waiver thereof.

Section 2. Special meetings of the shareholders, for any purpose or purposes, may be called by the president, the board of directors, or the holders of not less than ten percent of 11 the shares entitled to vote at the meeting.

Section 3. Written or printed notice of a special meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than seventy 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 or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV
QUORUM AND VOTING OF SHARES

Section 1. The holders of a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders, for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented, at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At 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 notified.

Section 2. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the

shareholders, unless the vote of a greater number of shares is required by law or the articles of incorporation.

Section 3. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, except as otherwise provided in the articles of incorporation. A shareholder may vote in person or by proxy executed in writing by the shareholder or by a duly authorized attorney-in-fact.

Section 4. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE V
DIRECTORS

Section 1. The number of directors shall be three. No less than one member of every board of directors shall at all times be a resident of the State of Hawaii. Directors need not be shareholders. The directors, other than the first board of directors, shall be elected at the annual meeting of shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Any vacancy occurring on the board of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. Any directorship filled by reason of an increase in the number of directors may be filled by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

Section 3. The business and affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the State, outside the State of Hawaii, at such place or places as they may from time to time determine.

ARTICLE VI
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, may be held either within or without the State of Hawaii.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place either within or without the State of Hawaii as shall be fixed by the vote of the shareholders at the annual meetings, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a majority of the whole board shall be present, or they may meet at such place and time as shall be fixed by the consent in writing of all directors.

Section 3. Regular meetings of the board of directors may be held with or without notice at such time and at such place as shall from time to time be determined by the board.

Section 4. Special meetings of the board of directors shall be called by the president on seven (7) days' notice to each director, either personally or by mail or by facsimile telecommunication. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors, unless the board consists of only one director, in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director.

Section 5. Attendance of a director at a 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 regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. A majority of directors shall constitute a quorum for the transaction of business, unless a greater number is required by the articles of incorporation. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by the articles of incorporation. If a quorum shall not be present at any meeting of directors, the directors present thereat may

adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Unless otherwise provided by the articles of incorporation, any action required or permitted to be taken at any meeting of the directors or of any committee thereof, may be taken without a meeting, if all members of the board or committee, as the case may be, sign a written consent setting forth the action taken or to be taken, at any time before or after the intended effective date of such action.

Section 8. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the board of directors or any committee designated thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

ARTICLE VII
COMMITTEES OF DIRECTORS

Section 1. The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an executive committee and one or more other committees. To the extent provided in such resolution or in the articles of incorporation or these by-laws, each committee shall have and exercise all of the authority of the board of directors, except as otherwise required by law. Vacancies in membership of the committee may be filled by the board of directors at a regular or special meeting of the board of directors. The committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE VIII
NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the

time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile telecommunication.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or the articles of incorporation or of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX
OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person, provided that if the corporation has two or more directors there must be not less than two persons as officers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice-presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice-presidents, in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders, and shall record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors, or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he or an assistant secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his signature or by the signature of such assistant secretary.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries, in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers, in the order determined by the board of directors (or if there be no such determination, then in the order of their election), shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE X
CERTIFICATES FOR SHARES

Section 1. The shares of a corporation shall be represented by certificates or shall be uncertificated shares. Certificates shall be signed by the chairman or vice-chairman of the board of directors or the president or a vice-president and by the treasurer or an assistant treasurer or the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. When the corporation is authorized to issue shares of more than one class, there shall be set forth upon the face or back of the certificate, or each certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued, and if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers upon a certificate may be facsimiles if the certificate is counter-signed by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of its issue.

TRANSFERS OF SHARES

Section 3. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled, and the transaction recorded upon the books of the corporation.

CLOSING OF TRANSFER BOOKS

Section 4. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, seventy days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the board of directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days and, in case of a meeting of shareholders, not less than ten days prior to the date of which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

REGISTERED SHAREHOLDERS

Section 5. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Hawaii.

LIST OF SHAREHOLDERS

Section 6. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete record of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purpose thereof.

ARTICLE XI
GENERAL PROVISIONS
DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to any Provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the director, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Hawaii.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed in any manner reproduced.

ARTICLE XII

Section 1. The power to alter, amend or repeal these by-laws, or to adopt new by-laws, subject to repeal or change by action of the shareholders, shall be vested in the board of directors unless reserved to the shareholders by the articles of incorporation.

Exhibit 5.1

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, Illinois 60654

(312) 862-2000

Facsimile:
(312) 862-2200

www.kirkland.com

February 11, 2010

YRC Worldwide Inc.
10990 Roe Avenue
Overland Park, Kansas 66211

Dear YRC Worldwide Inc.:

We are acting as special counsel to YRC Worldwide Inc., a Delaware corporation (the "Company"), and each of the Company's subsidiaries listed on Schedule I hereto (collectively, the "Guarantors"), in connection with the preparation of the Registration Statement on Form S-3 (as amended or supplemented, the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") on or about February 11, 2010 under the Securities Act of 1933, as amended (the "Securities Act"), by the Company and the Guarantors. The Registration Statement relates to the resale by the selling securityholders named therein from time to time, pursuant to Rule 415 of the General Rules and Regulations promulgated under the Securities Act (the "Rules"), of up to $70,000,000 in aggregate principal amount of the Company's 6% Convertible Senior Notes due 2014 (the "Notes"), the guarantees of the Guarantors with respect to the Notes (the "Guarantees") and up to 201,880,000 shares of the Company's common stock, par value $1.00 per share, which are issuable on account of the Notes (the "Shares" and together with the Notes and the Guarantees, the "Securities"), as described in the Registration Statement.

The Notes will be issued pursuant to that certain Notes Purchase Agreement (the "NPA"), dated as of February 11, 2010, between the Company, the Guarantors and the purchasers named therein and will be governed by an indenture to be entered into between the Company, the Guarantors and U.S. Bank National Association, as trustee (the "Indenture" and collectively with the NPA, the "Transaction Documents").

In connection with the registration of the Securities, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including: (i) the organizational documents of the Company and the Guarantors, (ii) minutes and records of the corporate proceedings of the Company and the Guarantors, (iii) the Registration Statement and the exhibits thereto and (iv) the Transaction Documents.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company and the Guarantors and the due authorization, execution and delivery of all documents by the parties thereto other than the Company and the Guarantors. We have not independently established or verified any facts relevant to the opinion expressed herein, but have relied upon statements and representations of the officers and other representatives of the Company and the Guarantors.

We have also assumed that:

(i) the Registration Statement will be effective and will comply with all applicable laws at the time the Securities are offered or issued as contemplated by the Registration Statement and the Transaction Documents;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Securities offered thereby and will comply with all applicable laws;

(iii) all Securities will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement, any applicable prospectus supplement and the Transaction Documents;

(iv) the Securities will be issued and sold in the form and containing the terms set forth in the Registration Statement, any applicable prospectus supplement and the Transaction Documents;

(v) the Securities offered, as well as the terms of each of the Transaction Documents, as they will be executed and delivered, do not result in a default under or breach of any agreement or instrument binding upon the Company;

(vi) the Company will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other regulatory authorities necessary to issue and sell the Securities being offered and to execute and deliver each of the Transaction Documents; and

(vii) the Securities offered as well as the terms of each of the Transaction Documents, as they will be executed and delivered, comply with all requirements and restrictions, if any, applicable to the Company, whether imposed by any court or governmental or regulatory body having jurisdiction over the Company.

Based upon the foregoing, and having regard for such legal consideration as we deem relevant, we are of the opinion that the Notes and Guarantees, when issued pursuant to the Transaction Documents, will be validly issued, and the Shares, when issued on account of the Notes in accordance with the terms of the Indenture and the Notes, will be duly and validly issued, fully paid and nonassessable.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies, and (iv) any laws except the federal securities laws of the United States, the laws of the State of New York and the General Corporation Law of the State of Delaware, including the applicable provisions of the Delaware constitution and reported judicial decisions interpreting these laws. We note that two of the Guarantors are incorporated under the laws of the State of Pennsylvania and a single Guarantor is incorporated under the laws of each of the States of Michigan, Oregon and Hawaii. We are not licensed to practice in any of these states and we have made no investigation of, and do not express or imply any opinion on, the laws of any of these states.

We express no opinion with respect to the enforceability of: (i) consents to, or restrictions upon, judicial relief or jurisdiction or venue; (ii) waivers of rights or defenses with respect to stay, extension or usury laws; (iii) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights; (iv) waivers of broadly or vaguely stated rights; (v) provisions for exclusivity, election or cumulation of rights or remedies; (vi) provisions authorizing or validating conclusive or discretionary determinations; (vii) grants of setoff rights; (viii) provisions for the payment of attorneys' fees where such payment is contrary to law or public policy; (ix) proxies, powers and trusts; (x) restrictions upon non-written modifications and waivers; (xi) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property; (xii) any provision to the extent it requires any party to indemnify any other person against loss in obtaining the currency due following a court judgment in another currency; and (xiii) provisions for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty.

To the extent that the obligations of the Company under the Indenture may be dependent on such matters, we assume for purposes of this opinion that the applicable trustee is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that such trustee is duly qualified to engage in the activities contemplated by the Indenture; that the Indenture has been duly authorized, executed and delivered by the applicable trustee and constitutes the legally valid and binding obligations of such trustee, enforceable against such trustee in accordance with its terms; that the applicable trustee is in compliance, generally and with respect to acting as an agent under the Indenture with all applicable laws and regulations; and that the applicable trustee has the requisite organizational and legal power and authority to perform its obligations under the Indenture.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission. This opinion and consent may be incorporated by reference in a subsequent registration statement filed pursuant to Rule 462(b) of the Rules with respect to the registration of additional Securities for sale in any offering contemplated by the Registration Statement and shall cover such additional Securities.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or “Blue Sky” laws of the various states to the sale of the Securities.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. The Securities may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date hereof, which laws are subject to change with possible retroactive effect. We assume no obligation to revise or supplement this opinion should the present federal securities laws of the United States, laws of the State of New York or the General Corporation Law of the State of Delaware be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, and is not to be used, circulated, quoted or otherwise relied upon for any other purpose.

Sincerely,

/s/ Kirkland & Ellis LLP

Kirkland & Ellis LLP

Schedule I

Subsidiary Guarantors

Exact Name as Specified in its Charter	State of Incorporation or Organization
Globe.com Lines, Inc.	Delaware
YRC Inc.	Delaware
YRC Logistics, Inc.	Delaware
YRC Logistics Global, Inc.	Delaware
Roadway LLC	Delaware
Roadway Next Day Corporation	Pennsylvania
YRC Enterprise Services, Inc.	Delaware
YRC Regional Transportation, Inc.	Delaware
USF Sales Corporation	Delaware
USF Holland Inc.	Michigan
USF Reddaway Inc.	Oregon
USF Glen Moore Inc.	Pennsylvania
YRC Logistics Services, Inc.	Illinois
IMUA Handling Corporation	Hawaii

Exhibit 12.1

STATEMENT REGARDING COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES AND PREFERENCE DIVIDENDS

The following illustrates the computation of the historical ratio of earnings to fixed charges (amounts in thousands except ratios). There were no preference securities outstanding for the following periods. Therefore, the ratio of earnings to combined fixed charges and preference dividends are identical to the ratios of earnings to fixed charges.

	Year Ended December 31,					
Fixed Charges:	**2004**	**2005**	**2006**	**2007**	**2008**	**Nine Months Ended September 30, 2009**
Interest on debt	$ 42,880	$ 70,601	$ 97,075	$ 98,302	$ 85,319	$ 99,447
Amortization of debt premium, discount and capitalized expenses	5,830	(990)	(3,143)	(3,693)	1,011	39,004
Interest element of rentals*	9,510	13,290	15,770	14,460	15,677	12,079
Total Fixed Charges	$ 58,220	$ 82,901	$109,702	$ 109,069	$ 102,007	$ 150,530
Earnings:						
Net income (loss)	$184,327	$286,149	$274,651	$(640,362)	$ (976,373)	$ (741,555)
Add back:						
Income tax provision (benefit)	113,336	183,022	178,213	(14,447)	(170,181)	(207,337)
Loss (income) on equity method investment	—	(521)	2,844	(1,633)	(2,288)	33,074
Fixed charges	58,220	82,901	109,702	109,069	102,007	150,530
Total Earnings	$355,883	$551,551	$565,410	$(547,373)	$(1,046,835)	$ (765,288)
Ratio of Earnings to Fixed Charges	6.1x	6.7x	5.2x	(5.0x)	(10.3x)	(5.1x)
Additional net income required to achieve a l.0x ratio:	n/a	n/a	n/a	$ 656,442	$ 1,148,842	$ 915,818

* We determined the interest component of rent expense to be 10%.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
YRC Worldwide Inc.:

We consent to the use of our report dated March 2, 2009, except for Notes 7, 9, 11, 15 and 16, which are as of November 9, 2009, and Note 17, which is as of February 11, 2010 with respect to the consolidated balance sheets of YRC Worldwide Inc. and subsidiaries (the Company) as of December 31, 2008 and 2007 and the related consolidated statements of operations, cash flows, shareholders' equity and comprehensive income (loss) for each of the years in the three-year period ended December 31, 2008 and our report dated March 2, 2009 on the related financial statement schedule, which reports appear in YRC Worldwide Inc.'s Form 8-K dated February 11, 2010, and our report dated March 2, 2009 with respect to the effectiveness of internal control over financial reporting as of December 31, 2008, which report appears in YRC Worldwide Inc.'s annual report on Form 10-K, each of which is incorporated by reference in this Form S-3 and to the reference to our firm under the heading "Experts" in the prospectus.

Our reports on the consolidated financial statements of the Company and the related financial statement schedule refer to the Company's adoption of FASB Staff Position APB 14-1, *Accounting for Convertible Debt Instruments that may be Settled in cash upon conversion*, for all periods presented and also refer to the Company's adoption of FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes*, in 2007.

/s/ KPMG LLP

Kansas City, Missouri
February 11, 2010