

F88184



ACCOUNT NO. : 072100000032

REFERENCE : 625866 4814233

AUTHORIZATION :

COST LIMIT : \$ 122.50

Patricia Pyzdek

ORDER DATE : December 8, 1997

ORDER TIME : 11:41 AM

000002365490--8

ORDER NO. : 625866-005

CUSTOMER NO: 4814233

merger

CUSTOMER: Ms. Christine Alligood
Morris Manning & Martin
1600 Atlanta Financial Center
3343 Peachtree Road, N. E.
Atlanta, GA 30326

ARTICLES OF MERGER

COACH XXXIII ACQUISITION, INC.

INTO

LE BUS, INC.

FILED
97 DEC -8 PM 2:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Andrew

Name	
Availability	12/8/97
Document	
Examiner	
Updater	<i>ADH</i>
Update	
Verifier	<i>ADH</i>
Comptroller	<i>ADH</i>
EXAMINER'S INITIALS:	
W.P. Verifier	<i>ADH</i>

RECEIVED
97 DEC -8 PM 12:13
DIVISION OF CORPORATION

F88184

ARTICLES OF MERGER
Merger Sheet

MERGING:

COACH XXXIII ACQUISITION, INC., a Delaware corp. not authorized to transact
business in Fla.

INTO

LE BUS, INC., a Florida corporation, F88184

File date: December 8, 1997

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

**CERTIFICATE OF MERGER
AND ARTICLES OF MERGER
MERGING
COACH XXXIII ACQUISITION, INC.,
A DELAWARE CORPORATION
INTO
LE BUS, INC.,
A FLORIDA CORPORATION**

97 DEC -8 PM 2:52
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The names of the merging corporations are Le BUS, INC. ("Le Bus"), the surviving corporation, and COACH XXXIII ACQUISITION, INC. ("Coach XXXIII"), the merged corporation (hereinafter referred to collectively as the "Constituent Corporations").

SECOND: Coach XXXIII is a corporation organized and existing under the laws of the State of Delaware.

THIRD: Le Bus is a corporation organized and existing under the laws of the State of Florida, the provisions of which permit the merger of a corporation organized and existing under the laws of Delaware with and into a corporation organized and existing under the laws of Florida.

FOURTH: An Agreement and Plan of Reorganization ("Agreement of Reorganization") between the Constituent Corporations 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 and Section 607.1101 of the Florida Business Corporation Act, and the merger of Coach XXXIII with and into Le Bus (the "Merger") was duly approved by the Shareholders of each of Le Bus and Coach XXXIII on December 1, 1997.

FIFTH: The name of the surviving corporation of the merger shall be Le Bus, Inc., a Florida corporation (which in its capacity as surviving corporation is hereinafter sometimes referred to as the "Surviving Corporation").

SIXTH: The executed Agreement of Reorganization is on file at the principal place of business of the Surviving Corporation, the address of which is 2355 N.W. 35th Avenue, Miami, Florida 33142-6825.

SEVENTH: The executed Agreement of Reorganization will be furnished by Surviving Corporation, on request and without cost, to any shareholder of either Constituent Corporation.

EIGHTH: The Articles of Incorporation of Le Bus shall be the Articles of Incorporation of the Surviving Corporation.

NINTH: Pursuant to the Agreement of Reorganization, the merger of Coach XXXIII with and into Le Bus shall be effective as of the close of business, local time in Tallahassee, Florida on December 1, 1997.

TENTH: The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of either of the Constituent Corporations in the State of Delaware, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any shareholders as determined in appraisal proceedings pursuant to Section 262 of the General Corporation Law of Delaware and hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings and agrees that service of any such process may be made by personally delivering to and leaving with such Secretary of State of the State of Delaware duplicate copies of such process; and hereby authorizes such Secretary of State of the State of Delaware to send forthwith by registered mail one of such duplicate copies of such process addressed to it at 2355 N.W. 35th Avenue, Miami, Florida 33142-6825, unless the Surviving Corporation shall hereafter designate in writing to such Secretary of State of the State of Delaware a different address for such process, in which case the duplicate copy of such process shall be mailed to the last address so designated.

ELEVENTH: Attached hereto as Exhibit "A" is the Plan of Merger which was adopted by the Board of Directors of Le Bus and Coach XXXIII on December 1, 1997 and approved by all of the shareholders of Le Bus and Coach XXXIII on December 1, 1997.

TWELFTH: This Certificate of Merger and Agreement of Merger may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

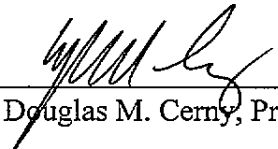
[SIGNATURE PAGE TO CERTIFICATE OF MERGER
AND ARTICLES OF MERGER]

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Certificate to be signed by a duly authorized officer this 1st day of December, 1997.

Attest:

COACH XXXIII ACQUISITION, INC.,
a Delaware corporation

By: _____

By:  _____
Douglas M. Cerny, President

Attest:

LE BUS, INC.,
a Florida corporation

By: _____

By: _____
Name: _____

Title: _____

[SIGNATURE PAGE TO CERTIFICATE OF MERGER
AND ARTICLES OF MERGER]

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Certificate to be signed by a duly authorized officer this 1st day of December, 1997.

Attest:

COACH XXXIII ACQUISITION, INC.,
a Delaware corporation

By: _____

By: _____

Douglas M. Cerny, President

Attest:

LE BUS, INC.,
a Florida corporation

By: _____

By: _____

Name: _____

RICARDO CALDERON

Title: _____

PRESIDENT.

EXHIBIT "A"

**PLAN OF MERGER
OF
COACH XXXIII ACQUISITION, INC.,
A DELAWARE CORPORATION,
AND
LE BUS, INC.,
A FLORIDA CORPORATION**

THIS PLAN OF MERGER ("Plan of Merger"), is adopted for COACH XXXIII ACQUISITION, INC., a Delaware corporation ("Coach XXXIII") by resolution of its Board of Directors on December 1, 1997, and is adopted for Le BUS, INC., a Florida corporation ("Le Bus") (Coach XXXIII and Le Bus are sometimes hereinafter referred to collectively as the "Constituent Corporations") by resolution of its Board of Directors on December 1, 1997.

WITNESSETH:

WHEREAS, the Board of Directors of Coach XXXIII deems it advisable and for the benefit of such corporation and its Shareholders that such corporation merge with and into Le Bus pursuant to the terms of this Plan of Merger and in accordance with the applicable laws of the States of Florida and Delaware; and

WHEREAS, the Board of Directors of Le Bus deems it advisable and for the benefit of Le Bus and its shareholders that Coach XXXIII merge with and into Le Bus (the "Merger") pursuant to the terms of this Plan of Merger and in accordance with the applicable laws of the States of Florida and Delaware;

NOW, THEREFORE, BE IT RESOLVED, subject to the approval and adoption of this Plan of Merger by the Shareholders of Le Bus and Coach XXXIII that Coach XXXIII (hereinafter sometimes referred to as the "Merged Corporation") be merged with and into Le Bus with Le Bus being the surviving corporation in such Merger, in accordance with the applicable laws of the States of Florida and Delaware, that the name of the surviving corporation shall be Le Bus, Inc. (which in its capacity as surviving corporation is hereinafter sometimes referred to as the "Surviving Corporation"), and that the terms and conditions of the Merger hereby agreed upon and the mode of carrying the same into effect be as follows:

1.

Subsequent to the execution of this Plan of Merger, Coach XXXIII and Le Bus shall each submit this Plan of Merger to their respective Boards of Directors and Shareholders for their approval pursuant to the applicable provisions of the Florida Business Corporation Act and the Delaware General Corporation Law. Following the approval of the Plan of Merger by the respective Boards of Directors and Shareholders of the Constituent Corporations, the Merger shall become effective (the "Effective Date") upon filing of Articles or Certificates of Merger in the manner required by the Florida Business Corporation Act and the Delaware General Corporation Law.

2.

The Articles of Incorporation of Le Bus shall on the Effective Date be the Articles of Incorporation of the Surviving Corporation.

3.

Until altered, amended or repealed, as therein provided, the Bylaws of Le Bus as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation.

4.

The manner of converting or otherwise dealing with the shares of each of the Constituent Corporations is as follows:

(a) Upon the Effective Date of the Merger, each issued and outstanding share of common stock of Le Bus, par value \$1.00 per share, shall be exchanged for the right to receive its pro rata interest in the aggregate consideration payable to all holders of Le Bus common stock, which shall consist of 173,048 shares of common stock, par value \$0.01 per share, of Coach USA, Inc., a Delaware corporation ("Coach"), and the shares of Le Bus common stock shall be cancelled.

(b) Upon the Effective Date of the Merger, each issued and outstanding share of common stock of Coach XXXIII, par value \$1.00 per share, shall be converted into one share of common stock, par value \$1.00 per share, of Le Bus.

5.

The respective Boards of Directors of the Constituent Corporations, at any time prior to the Effective Date, may abandon the Merger contemplated by this Plan of Merger.

6.

Upon the Effective Date, the separate existence of Coach XXXIII shall cease and the Surviving Corporation shall possess all of the rights, privileges, immunities, powers and franchises, of a public nature as well as of a private nature, of Coach XXXIII; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each of such corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in Coach XXXIII shall not revert or be in any way impaired by reason of this Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of Coach XXXIII; and any claim existing or action or proceeding, civil or criminal, pending by or against Coach XXXIII may be prosecuted as if such Merger had not taken place, or the Surviving Corporation may be substituted in its place, and any judgment rendered against any of such corporations may thenceforth be enforced against the Surviving Corporation; and neither the

rights of creditors nor any liens upon the property of Coach XXXIII shall be impaired by such Merger.

7.

Upon the Merger becoming effective, the assets and liabilities of Coach XXXIII shall be recorded on the books of the Surviving Corporation in the amounts at which they are carried on the books of Coach XXXIII immediately prior to the Merger; and the earned surplus of the Surviving Corporation shall be the combined earned surplus of Coach XXXIII and the Surviving Corporation and there shall be made such other appropriate entries consistent with generally accepted accounting principles as may be required.

8.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of Coach XXXIII, the proper officers and directors of Coach XXXIII shall and will execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Plan of Merger.