

P07828

Equality Distribution

Requester's Name

3802 Corporex Pk. Drive

Address

Tampa FL 33619

City/State/Zip

Phone #

800003158828--0

-03/06/00--01122--002

*****35.00 *****35.00

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

FILED
SECRETARY OF CORPORATIONS
001111-11 PM 3:47

- | | | |
|-----------------------------------|---|--|
| ☐ Walk in | ☐ Pick up time _____ | ☐ Certified Copy |
| ☐ Mail out | ☐ Will wait | ☐ Photocopy |
| | | ☐ Certificate of Status |

NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 17, 2000

QUALITY DISTRIBUTION
3802 CORPOREX PK. DRIVE
TAMPA, FL 33619

SUBJECT: MONTGOMERY TANK LINES, INC.
Ref. Number: P07828

We have received your document for MONTGOMERY TANK LINES, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

An original, duly authenticated certificate from the state of incorporation/organization evidencing the amendment, must be submitted with the application. The certificate must have been issued within the past 90 days.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 500A00014866

Rec'd 5/4



May 2, 2000

Ms. Velma Shepard
Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: Montgomery Tank Lines, Inc.
Ref. Number: P07828

Ms. Shepard,

Enclosed is our Application by Foreign Corporation to File Amendment to Application for Authorization to Transact Business in Florida. We have also enclosed a certified copy of the articles of merger filed in the State of Illinois.

If you need additional information, contact me at (888) 675-8265, extension 7261.

Very truly yours,

Susan M. Mitchell
Tax Accountant



PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 MAY -4 PM 3:47

SECTION I
(1-3 MUST BE COMPLETED)

1. MONTGOMERY TANK LINES, INC.
Name of corporation as it appears on the records of the Department of State.
2. ILLINOIS 3. 10/22/85
Incorporated under laws of Date authorized to do business in Florida

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? MARCH 8, 1999
5. QUALITY CARRIERS, INC.
Name of corporation after the amendment, adding suffix "corporation" "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation.
6. If the amendment changes the period of duration, indicate new period of duration.
- _____
New Duration
7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.
- _____
New Jurisdiction

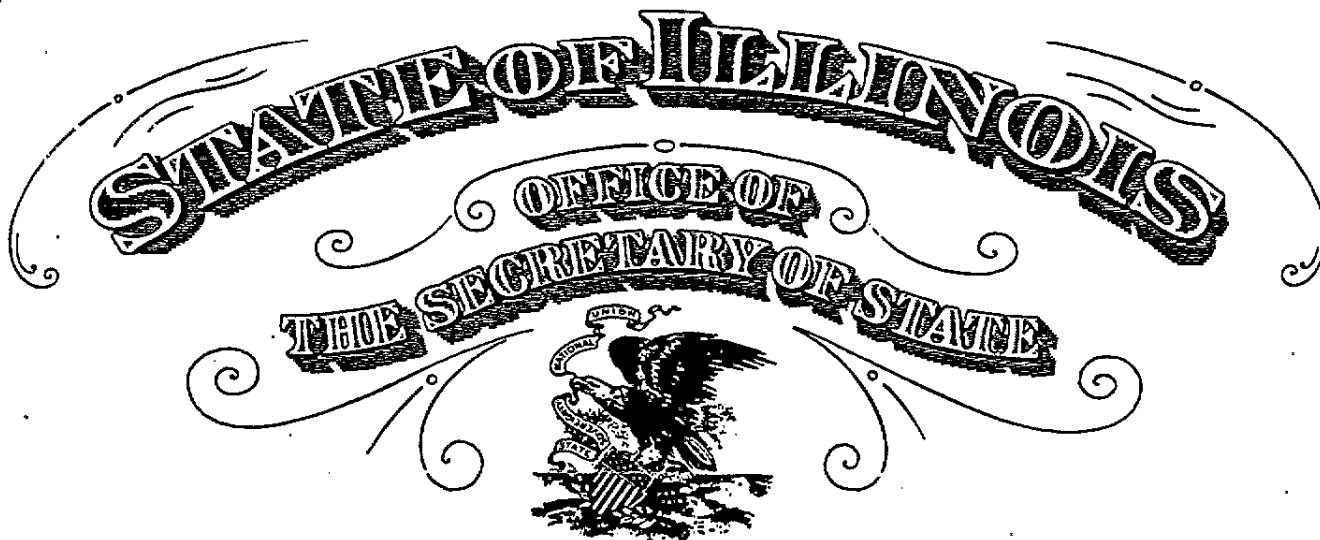
Robert Kasak
Signature

3/1/00
Date

ROBERT KASAK
Typed or printed name

SECRETARY
Title

File Number 4564-572-0

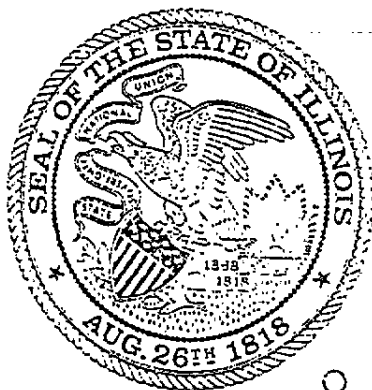


To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ARTICLES OF MERGER WERE FILED IN THIS OFFICE ON MARCH 1, 1999 WHEREIN CHEMICAL LEAMAN CORPORATION, A PENNSYLVANIA CORPORATION NOT QUALIFIED TO TRANSACT BUSINESS IN THIS STATE AND QUALITY CARRIERS, INC., A VIRGINIA CORPORATION QUALIFIED TO TRANSACT BUSINESS IN THIS STATE MERGED INTO MONTGOMERY TANK LINES, INC., AN ILLINOIS CORPORATION WITH THE SURVIVING CORPORATION CHANGING ITS NAME TO QUALITY CARRIERS, INC.*****

In Testimony Whereof, I, hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH *day of* MARCH *A.D.* 1999.



Jesse White

SECRETARY OF STATE

File Number 4564-572-0

State of Illinois
Office of
The Secretary of State

Whereas, ARTICLES OF MERGER OF
MONTGOMERY TANK LINES, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 1ST
day of MARCH A.D. 1999 and of
the Independence of the United States the two
hundred and 23RD



Jesse White

Secretary of State

Form **BCA-11.25**

(Rev. Jan. 1999)

Jesse White
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-6961
 http://www.sos.state.il.us

DO NOT SEND CASH!
 Remit payment in check or money
 order, payable to "Secretary of State."
 Filing Fee is \$100, but if merger or
 consolidation involves more than 2
 corporations, \$50 for each additional
 corporation.

**ARTICLES OF MERGER
 CONSOLIDATION OR EXCHANGE**

File #

4564-572-

SUBMIT IN DUPLICATE**FILED**

MAR 1 1999

JESSE WHITE
SECRETARY OF STATE**PAID**

MAR 05 1999

This space for use by
Secretary of State

Date

3/1/99

Filing Fee \$

150.00

Approved

- NAME CHANGE**
1. Names of the corporations proposing to ~~merge~~ ^{consolidate} ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation	Corporation File Number
Montgomery Tank Lines, Inc.	Illinois	4564-5720
Chemical Leaman Corporation	Pennsylvania	647190
Quality Carriers, Inc.	Virginia	0064734-7

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 ~~new~~ ^{surviving} corporation: Montgomery Tank Lines, Inc.
 (post merger will be known as "Quality Carriers, Inc.")
- (b) it shall be governed by the laws of: Illinois

If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} ~~exchange~~ is as follows:

SEE ATTACHED "AGREEMENT AND PLAN OF MERGER"

EXPEDITED

MAR 01 1999

SECRETARY OF STATE

5. Plan of ^{merger} consolidation was approved, as to each corporation not organized in Illinois, in compliance with the laws of the exchange 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)

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 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

Montgomery Tank Lines, Inc.

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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	N/A	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 N/A, (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 February 25, 1999
(Month & Day) (Year)

attested by Robert R. Kasak
(Signature of Secretary or Assistant Secretary)

Robert R. Kasak, Secretary
(Type or Print Name and Title)

Montgomery Tank Lines, Inc.
(Exact Name of Corporation)

by Richard J. Brandewie, Sr.
(Signature of President or Vice President)

Richard J. Brandewie, Sr. Vice President
(Type or Print Name and Title)

Dated February 25, 1999
(Month & Day) (Year)

attested by Robert R. Kasak
(Signature of Secretary or Assistant Secretary)

Robert R. Kasak, Secretary
(Type or Print Name and Title)

Chemical Leaman Corporation
(Exact Name of Corporation)

by Richard J. Brandewie, Sr.
(Signature of President or Vice President)

Richard J. Brandewie, Sr. Vice President
(Type or Print Name and Title)

Dated February 25, 1999
(Month & Day) (Year)

attested by Robert R. Kasak
(Signature of Secretary or Assistant Secretary)

Robert R. Kasak, Secretary
(Type or Print Name and Title)

Quality Carriers, Inc.
(Exact Name of Corporation)

by Richard J. Brandewie, Sr.
(Signature of President or Vice President)

Richard J. Brandewie, Sr. Vice President
(Type or Print Name and Title)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called "this Agreement"), dated as of February 25, 1999 by and between MONTGOMERY TANK LINES, INC., an Illinois Corporation (hereafter called "MTL"), and CHEMICAL LEAMAN CORPORATION (hereinafter called "CLC"), AND QUALITY CARRIERS, INC. (hereinafter called "QC"), said corporations being hereafter sometimes collectively referred to as the Constituent Corporations,

W I T N E S S E T H :

WHEREAS, MONTGOMERY TANK LINES, INC. is a corporation duly authorized and existing under the laws of the State of Illinois, having been incorporated on August 9, 1965 under that name; CHEMICAL LEAMAN CORPORATION is duly organized and existing under the laws of the State of Pennsylvania, having been incorporated on March 2, 1977 under that name; and QUALITY CARRIERS, INC., is a corporation duly organized and existing under the laws of the State of Virginia, having been incorporated on June 5, 1952; and

WHEREAS, the authorized capital stock of MTL consists of 10,000,000 shares of Common Stock, \$0.01 par value, and 1,500,000 shares of Preferred Stock, of which 3,515,733 shares of Common Stock are outstanding; and

WHEREAS, the authorized capital stock of CLC consists of 1,000 shares of Common Stock, \$0.01 par value, of which 1,000 shares are outstanding; and

WHEREAS, the authorized capital stock of QC consists of 80,000 shares of Common Stock, \$5.00 par value, and 40,000 shares of Preferred Stock, of which 23,120 shares of Common Stock are outstanding; and

WHEREAS, MTL Inc., a Florida corporation, owns all of the issued and outstanding shares of the Constituent Corporations; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the States of Illinois, Pennsylvania, and Virginia;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of their states of incorporation , that the Constituent Corporations shall be merged into a single corporation, to-wit: MONTGOMERY TANK LINES, INC., an Illinois Corporation, one of the Constituent Corporations, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereinafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

Effective Time of the Merger

At the effective time of the Merger, the separate existences of CLC and QC shall cease and CLC and QC shall be merged into the Surviving Corporation. The Effective Date of said Merger shall be March 1, 1999, at which time the Articles of Incorporation of the surviving corporation, shall be amended as follows:

- (a) Article One shall be amended to read as follows: "The name of the Corporation hereby incorporated is: Quality Carriers, Inc."

ARTICLE II

Governing Law; Articles of Incorporation

The laws which are to govern the Surviving Corporation are the laws of the State of Illinois. The Articles of Incorporation of MTL are heretofore amended, shall remain in effect thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

ARTICLE III

By-Laws

The By-Laws of MTL at the effective time of the Merger shall be the By-Laws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV

Directors and Officers

The Directors of MTL at the effective time of the Merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the By-Laws of

the Surviving Corporation, the officers of MTL at the effective time of the Merger shall be the officers of the Surviving Corporation.

ARTICLE V

Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

1. MTL's Common Stock. None of the shares of Common Stock, \$0.01 par value, of MTL issued at the effective time of the Merger shall be converted as a result of the Merger, but all of such shares (including shares held in the treasury) shall remain issued shares of Common Stock of the Surviving Corporation.

2. CLC's and QC's Common Stock. At the effective time of the Merger, the 1,000 shares of Common Stock, \$0.01 par value of CLC, and 23,120 shares of Common Stock, \$5.00 par value of QC, issued and outstanding shall be cancelled automatically and without further action by or on behalf of any holder thereof. Each issued share of CLC and QC Common Stock held in its treasury at the effective time of the merger shall also be cancelled. As a result of the Merger, MTL Inc., a Florida Corporation, will own all the issued and outstanding stock of the surviving corporation.

3. Surrender of CLC and QC Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing Common Stock of CLC and QC issued and outstanding at the time of the Merger becomes effective shall be surrendered and cancelled as above provided.

ARTICLE VI

Effect of the Merger

At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VII

Accounting Matters

The assets and liabilities of the Constituent Corporations as at the effective time of the Merger, shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations.

The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purposes for which surplus may be used.

ARTICLE VIII

Approval of Shareholders; Filing of Articles of Merger

This Agreement shall be submitted to the shareholders of each of the Constituent Corporations as provided by law and their respective certificates of incorporation at meetings, which shall be held on or before February 26, 1999, or such later date as the Board of Directors of the Constituent Corporations shall mutually approve; or said agreement may be acted on by said shareholders by way of a written consent signed on or before February 26, 1999. The respective designations and numbers of shares of each class of capital stock or the Constituent Corporations outstanding on the date hereof and the shares of each class of capital stock of the Constituent Corporations entitled to vote upon the adoption and approval of the Merger are the same as the number of outstanding shares of Common Stock for each corporation. After such adoption and approval, and subject to the conditions contained in this Agreement, Articles of Merger shall be signed,

verified and delivered to the Secretary of State of the states of incorporation of the Constituent Corporations.

ARTICLE IX

CLC's and QC's Representations and Warranties

CLC and QC represent and warrant to MTL as follows:

1. Organization, etc. CLC and QC are corporations duly organized, validly existing and in good standing under the laws of the States of Pennsylvania and Virginia, respectively. CLC and QC have corporate powers to carry on their business as they are now being conducted and are qualified to do business in every jurisdiction in which the character and location of the assets owned by them or the nature of the business transacted by them require qualification.

2. Further warranties and representations:

(a) CLC and QC have and on the closing date will have good and marketable title in fee simple to all lands and buildings shown as assets in their records and books of account, free and clear of all liens, encumbrances and charges except as reflected in the financial statements and except for current taxes and assessments not delinquent and liens, encumbrances and charges shown in their records and books of account which are not substantial in character or amount, and do not materially detract from the value of interfere with the use of their properties subject thereto or affected thereby. CLC and QC have and on the closing date will have valid leases under which they are entitled to occupy and use in their businesses all real property of which they are lessee, and CLC and QC have no knowledge of any default under any such lease.

(b) CLC and QC have and on the closing date will have good and marketable title to the machinery, equipment, merchandise, materials, supplies and other property of

every kind, tangible and intangible, contained in their offices, plants and other facilities or shown as assets in their records and books of account, free and clear of all liens, encumbrances and charges, if any, which do not materially detract from the value of, or interfere with the use of the properties subject thereto or affected thereby. CLC and QC have and on the closing date will have valid leases under which they are entitled to use in their businesses all personal property of which they are the lessee and CLC and QC have no knowledge of any default under any such lease.

(c) All taxes imposed by the U.S. or by any foreign country or by any state, municipality, subdivision or instrumentality of the U.S. or of any foreign country or by any other taxing authority, which are due or payable by CLC or QC, and all price redetermination or renegotiation claims asserted or that may be asserted against them, have been paid in full or are adequately provided for by reserves shown in the records and books of account of CLC and QC and will be so paid or provided for on the closing date.

(d) CLC and QC are enjoying and on the closing date will enjoy good working relationships under all of the franchise, dealer, sales representation and other agreements necessary to the normal operation of their businesses. All or substantially all of the real and personal properties used in the businesses of CLC and QC are and on the closing date will be in good and operable condition.

(e) CLC and QC are adequately insured with respect to risks normally insured against by companies similarly situated.

4. Litigation and Proceedings. There is no suit, action or legal administrative proceeding pending, or to the knowledge of CLC and QC threatened, which, if adversely determined, might materially and adversely affect the financial condition of CLC and QC, and their consolidated subsidiaries or the conduct of their business, nor is there any decree,

injunction or order of any court, governmental department or agency outstanding against CLC or QC.

5. Material Contracts. CLC and QC are not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

6. No Conflict with other Instruments. At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which CLC or QC is a party.

7. Governmental Authorizations. CLC and QC have all licenses, franchises, permits and other governmental authorizations and are valid and sufficient for all businesses presently carried on by CLC and QC.

ARTICLE X

MTL's Representations and Warranties

MTL represents and warrants to CLC and QC as follows:

1. Organization. MTL is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois. MTL has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. Capitalization. MTL's capitalization consists of 10,000,000 authorized shares of Common Stock and 1,500,000 shares of Preferred Stock, of which, as of the date hereof 3,515,733 shares of Common Stock are issued and outstanding. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.

3. Shares to be Issued. All shares of Stock of the Surviving Corporation will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no stockholder of MTL will have any pre-emptive right of subscription or purchase in respect thereof.

4. Litigation and Proceedings. There is no suit, action or legal or administrative proceeding pending, or to the knowledge of MTL threatened, against it, which if adversely determined, might materially and adversely affect the financial condition of MTL or the conduct of their businesses nor is there any decree, injunction or order of any court, governmental department or agency outstanding MTL having any such effect.

5. Material Contracts. MTL is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

6. No Conflict with Other Instruments. At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which MTL is a party.

7. Governmental Authorizations. MTL has all licenses, franchises, permits and other governmental authorizations and are valid and sufficient for all businesses presently carried on by MTL.

ARTICLE XI

Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, none of the Constituent Corporations will, without the prior written consent of the other:

(a) amend its Articles of Incorporation or By-Laws except, in the case of MTL, as may be necessary to enable it to carry out the provisions of this Agreement;

(b) engage in any material activity or transactions or incur any material obligation (by contract or otherwise) except in the ordinary course of business;

(c) issue rights or options to purchase or subscribe to any shares of its capital stock or subdivide or otherwise change any such shares;

(d) declare or pay any dividends on or make any distributions in respect of any shares of its capital stock.

From and after the date of this Agreement and prior to the effective time of the Merger, CLC and QC will use their best efforts to preserve their business organizations; to keep available to MTL the services of CLC's and QC's present officers and employees; and to preserve for MTL the goodwill of CLC's and QC's suppliers, customers and others having business relations with any of them. During the same period, CLC and QC will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

ARTICLE XII

Additional Agreements

The Constituent Corporations further agree as follows:

1. Expenses. Upon a termination of this Agreement as provided in Section C of Article XIII hereof, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants and control.

ARTICLE XIII

Conditions Precedent; Termination; General Provisions

A. Conditions Precedent to MTL's Obligation. The obligation of MTL to effect the Merger shall be subject to the following conditions (which may be waived in writing by MTL):

1. The representations and warranties of CLC and QC herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; CLC and QC shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by them prior to the effective time of the Merger; and CLC and QC shall have delivered to MTL a certificate, dated the effective date of the Merger and signed by their respective Presidents or one or more of their Vice Presidents and Secretary or one of their Assistant Secretaries, to both such effects.

2. No material change in the corporate status, businesses, operations or financial conditions of CLC and QC have occurred since February 1, 1999, (whether or not covered by insurance), other than changes in the ordinary course of business, none of which have been materially adverse in relation to CLC and QC, taken whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial conditions of CLC and QC as a whole.

B. Conditions Precedent to CLC's and QC's Obligation. The obligations of CLC and QC to effect the Merger shall be subject to the following conditions (which may be waived in writing by CLC and QC):

1. The representations and warranties of MTL herein contained shall be true as of the effective time of the Merger with the same effect as though made at such time; MTL shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger; and MTL shall have delivered to CLC and QC certificates, dated the effective date of the Merger and signed by the Chairman of the Board and President or one of its Vice Presidents and its Secretary or one of its Assistant Secretaries, to both such effects.

2. No material change in the corporate status, businesses, operations or financial condition of MTL has occurred since February 1, 1999 (whether or not covered by insurance), other than changes in the ordinary course of business, and changed permitted by Article XI hereof, none of which has been materially adverse in relation to MTL, taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of MTL, taken as a whole.

C. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the shareholders of the Constituent Corporations under any one or more of the following circumstances:

1. By the mutual consent of the Board of Directors of the Constituent Corporations;

2. By MTL if, prior to the effective time of the Merger, the conditions set forth in paragraphs 1 and 2, inclusive, of Section A of this Article XIII shall not have been met;

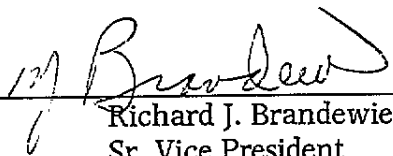
3. By CLC or QC if, prior to the effective time of the Merger, the conditions set forth in paragraphs 1 and 2, inclusive, of Section B of this Article XIII shall not have been met;

4. By any of the Constituent Corporations if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it advisable to proceed with the Merger.

D. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall in the judgment of the party making it not substantially or materially and adversely the benefits to such party or its shareholders intended under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger this 25th day of February, 1999.

MONTGOMERY TANK LINES, INC.

BY: 
Richard J. Brandewie
Sr. Vice President

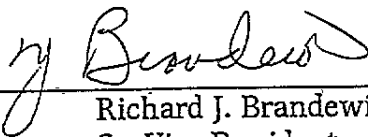
ATTEST: 
Robert R. Kasak
Corporate Secretary

CHEMICAL LEAMAN CORPORATION

BY: 
Richard J. Brandewie
Sr. Vice President

ATTEST: 
Robert R. Kasak
Corporate Secretary

QUALITY CARRIERS, INC.

BY: 
Richard J. Brandewie
Sr. Vice President

ATTEST: 
Robert R. Kasak
Corporate Secretary



STATE OF ILLINOIS

Office of the Secretary of State

I hereby certify that this is a true and correct copy, consisting of nineteen pages, as taken from the original on file in this office.

Jesse White

JESSE WHITE
SECRETARY OF STATE

DATED: April 26, 2000

BY: Barbara Leppert