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Doc#: 1113344038 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/13/2011 11:40 AM Pg: 1 of 18

NCS-47762-11 1061
888

Send Tax Bills to:

NATMI National FX Properties, LLC
201 West Street, Suite 200
Annapolis, Maryland 21401

This document prepared by:
First American Title Insurance Company
National Commercial Services
414 Union Street, Suite 1205
Nashville, TN 37219

After recording please return to:

First American Title Insurance Company
National Commercial Services
414 Union Street, Suite 1205
Nashville, TN 37219

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 27th day of April, 2011 and delivered and effective as of April 27, 2010, by **FedEx Freight, Inc.**, an Arkansas corporation, successor by merger to FedEx National LTL, Inc., see Exhibit "C" attached hereto, hereinafter referred to as Grantor, whose address is 1144 W. Griffin Road, Lakeland, Florida 33804 to **NATMI National FX Properties, LLC**, a Delaware limited liability company, hereinafter referred to as Grantee, whose address is 201 West Street Suite 200, Annapolis, Maryland 21401.

WITNESSETH:

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SCY
INT RP

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THAT Grantor, for in consideration of the sum of Three Million Two Hundred Twenty Five Thousand Four Hundred Forty Three and NO/100 Dollars and other good and valuable consideration paid, the receipt whereof is hereby acknowledged, does **SELL AND CONVEY** unto Grantee, its successors and assigns:

ALL THAT CERTAIN tract, parcel or piece of land located in County of Cook, State of Illinois, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference.

Address of Real Estate: 4711 Lawndale Avenue, Lyons, Illinois

SUBJECT TO those permitted encumbrances shown on Exhibit "B" attached hereto and incorporated herein by this reference.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons or entities claiming by, through or under Grantor, subject only to the matters set forth on **Exhibit "B"** attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee, its successors and assigns forever; Grantor hereby covenants that the said premises are free and clear from any encumbrance made or suffered by Grantor other than those permitted encumbrances described on Exhibit "B"; and that it will **WARRANT** and **DEFEND** the title to said premises unto Grantee and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.


IN WITNESS WHEREOF, Grantor has set its hand unto this Special Warranty Deed the day and year written above.

FedEx Freight, Inc., an Arkansas corporation


By: 

Name: Michael D. Kevitch

Title: Sr. Mgr. Real Estate Services

STATE TAX	STATE OF ILLINOIS	# 0000001584	REAL ESTATE TRANSFER TAX
	 MAY. 13.11		0322550
	REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE		FP 103037

(Notary acknowledgment on following page)

COUNTY TAX	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 0000001434	REAL ESTATE TRANSFER TAX
	 MAY. 13.11		0161275
	REVENUE STAMP		FP 103042

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STATE OF Florida }
COUNTY OF Dolk }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael D. Kevitch , personally known to me to be the Sr. Mgr. Real Estate Services of FedEx Freight, Inc., an Arkansas corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in the person and acknowledged that as such Sr. Mgr. Real Estate Services, he signed and delivered said instrument as Sr. Mgr. Real Estate Services of said corporation, pursuant to the authority given by the Sr. Mgr. Real Estate Services of said corporation in free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of April 2011.

Jamie Judino

Notary Public

My Commission expires: Jan. 26, 2015



JAMIE JUDINO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE059194
Expires 1/26/2015

SEND SUBSEQUENT TAX BILLS TO:

NATMI National Truck Terminals II, LLC
201 West Street, Suite 200
Annapolis, Maryland 21401

Property of Cook County Clerk's Office

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Exhibit "A"

PARCEL 1:

THAT PART OF LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 6726722, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF JOLIET AVENUE AND THE SOUTH LINE OF 47TH STREET; THENCE WEST ALONG THE SOUTH LINE OF 47TH STREET, 801.22 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 310 FEET TO A POINT ON A LINE WHICH IF EXTENDED EAST WOULD, AT A DISTANCE OF 706.94 FEET, INTERSECT THE WESTERLY LINE OF JOLIET AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE, 274 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 1, 325.03 FEET TO A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN FROM A POINT ON THE WEST LINE OF LOT 1, 250 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG THE LAST DESCRIBED LINE 709.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF LOT 1, 215.68 FEET TO A POINT 417.75 FEET SOUTH OF THE SOUTH LINE OF 47TH STREET; THENCE EAST ALONG A LINE PARALLEL WITH 47TH STREET, 217.05 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 1, 287.75 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 130 FEET SOUTH OF THE SOUTH LINE OF 47TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE 200 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 417.05 FEET EAST OF THE WEST LINE OF LOT 1; THENCE NORTH ALONG THE LAST DESCRIBED LINE 130 FEET TO A POINT ON THE SOUTH LINE OF 47TH STREET; THENCE EAST ALONG THE SOUTH LINE OF 47TH STREET, 24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING

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NORTHWESTERLY OF JOLIET ROAD, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 6726722, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50 FEET SOUTH OF THE NORTH LINE OF SECTION 11, TOWNSHIP 38 NORTH; RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ON THE WEST BOUNDARY LINE OF LOT 1 THEREOF; THENCE SOUTH ALONG THE WEST LINE OF LOT 1, 217.75 FEET FOR A POINT OF BEGINNING; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF 47TH STREET, 217.05 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 1, 200 FEET; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF 47TH STREET, 217.05 FEET TO A POINT ON THE WEST LINE OF LOT 1; THENCE NORTH ALONG THE WEST LINE OF LOT 1, 200 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 RESERVED IN THE DEED DATED MARCH 19, 1957 FROM BLUEBIRD SYSTEM, INCORPORATED, A DELAWARE CORPORATION, AS GRANTOR TO EDWARD D. KENDRICKSON, AS GRANTEE, ENTERED IN VOLUME 138313 ON PAGE 100, AS DOCUMENT 1728618 IN THE REGISTRAR'S OFFICE OF THE COUNTY OF COOK, STATE OF ILLINOIS, FOR THE BENEFIT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, ITS EMPLOYEES, AGENTS, GUESTS, LICENSEES, INVITEES, OR OTHER PERSONS HAVING BUSINESS WITH IT, FOR ROADWAY PURPOSES FOR INGRESS TO AND EGRESS FROM ALL OTHER PORTIONS OF LOT 1, UPON, ALONG AND OVER THE FOLLOWING PARCEL OF LAND:

THAT PART OF LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 6726722, DESCRIBED AS FOLLOWS:

STARTING AT THE INTERSECTION OF THE WESTERLY LINE OF JOLIET AVENUE AND THE SOUTH LINE OF 47TH STREET; THENCE WEST ALONG THE SOUTH LINE OF 47TH STREET, 777.22 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 310 FEET TO A POINT ON A LINE WHICH IF EXTENDED EAST WOULD, AT A DISTANCE OF 682.94 FEET INTERSECT THE WESTERLY LINE OF JOLIET AVENUE; THENCE WEST ALONG SAID

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LAST DESCRIBED LINE 24 FEET; THENCE NORTH 310 FEET TO A POINT ON THE SOUTH LINE OF 47TH STREET, WHICH LATTER POINT IS 24 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF 47TH STREET, 24 FEET TO THE DESCRIBED PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD, SAID PART OF LOT 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID LOT 1 AT A POINT WHICH IS 250 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID LOT 1 AND RUNNING THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, SAID PARALLEL LINE BEING IDENTICAL WITH THE NORTH LINE OF THE SOUTH 250 FEET OF SAID LOT 1, A DISTANCE OF 784 FEET TO ITS INTERSECTIONS WITH THE EAST LINE OF THE WEST 817 FEET OF SAID EAST 1/2 OF THE NORTH EAST 1/4; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 817 FEET BEING ALSO PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 90 FEET; THENCE WEST ALONG A LINE WHICH IS PARALLEL WITH THE NORTH LINE OF SAID SECTION, A DISTANCE OF 784 FEET TO THE WEST LINE OF SAID LOT 1 AND THENCE NORTH ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 90 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

A PARCEL OF LAND DESCRIBED AS THE EAST 50 FEET OF THE WEST 784 FEET OF THAT PART OF SAID LOT 1 WHICH LIES SOUTH OF A LINE 160 FEET (AS MEASURED ON THE WEST LINE OF SAID LOT 1) NORTH FROM AND PARALLEL WITH THE SOUTH LINE AND AN EASTWARD EXTENSION OF THE SOUTH LINE OF SAID LOT 1 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF JOLIET ROAD, ALL IN COOK COUNTY, ILLINOIS.

4711 Lawndale Avenue

Lyons, IL 60534

18-11-201-021-0000

18-11-201-019-0000

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Exhibit "B"

1. General taxes for the year 2010, and subsequent years, not yet due or payable.
2. Terms of the No Further Remediation Letter recorded as document 0317831086.
3. Easement reserved in deed from Commonwealth Edison filed as document LR2074736 to construct, install, operate maintain and relocate underground wires and other underground facilities for the transmission and distribution of electric energy in and under Parcel 5 with right of access thereto and the right to trim or remove trees in the south 10 feet of Parcel 4 (except the east 50 feet thereof) and the west 10 feet of Parcel 5 which interfere with the utility facilities on the sellers 160 foot right of way adjacent thereto.
4. Rights of public utilities and quasi-public utilities who maintain poles along the North line of the land.
5. Terms, provisions and conditions relating to the easement described as Parcel 3 contained in the instrument creating said easement.

(Affects Parcel 3)
6. Easement for the construction, use, operation, maintenance and repair of a 33 inch concrete storm sewer with such manholes as may be reasonably required as created by grant to Armour and Company recorded November 2, 1949 as document 14667380 and created by grant to Armour Company filed July 3, 1963 as document LR2099704 and filed April 20, 1965 as document LR2204473 and conveyed to Armour Industrial Chemical by document 21528685 recorded June 30, 1971 and by document LR2565748 filed June 30, 1971.

(Affects Parcel 1)
7. Rights of the State of Illinois, the municipality and the public in and to that part of Lot 1 as dedicated for public highway by Plat recorded September 24, 1928 as document 10155691.

(Affects the Southwesterly portion of Parcel 1 and Westerly portion of Parcel 4)
8. Rights of the Village of Lyons relating to water and sewer services in two sewer lines located on the land approximately 90 to 95 feet Northerly of the Southerly line.

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9. Environmental Disclosure Document for Transfer of Real Property appears of record which includes a description of the land recorded October 19, 1990 as document 90512166.

10. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by JLH Land Surveying, Inc. on 02/16/2011, Last Revised 04/27/2011, designated Job Number 201100168-006:
 - (A) Fence located at the southwest corner of subject property is onto adjoining land 0.33' S and 0.51' W of the property line; (B) Building located at the southeast side of subject property is into the sewer easement.

Property of Cook County Clerk's Office

Mar. 14. 2011. 4:44 PM
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No. 7978 P. 2
No. 3734 P. 1

STATE OF ARKANSAS



Mark Martin
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Merger

of

FEDEX FREIGHT SYSTEM, INC.

FEDEX NATIONAL LTL, INC.

with and into

FEDEX FREIGHT, INC.

filed in this office January 25, 2011.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 25th day of January 2011.



Mark Martin

Secretary of State

Mar. 14. 2011 4:44 PM
Mar. 11. 2011 4:45 PM

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No. 7978 P. 3
No. 3/24 P. 2

Document Number: 14320010003

Delaware

The First State

FEDEX FREIGHT, INC.

ARTICLES OF MERGER

FILED: 01/25/11, WPages: 8

Arkansas Secretary of State
Business Services Division

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"FEDEX FREIGHT SYSTEM, INC.", A DELAWARE CORPORATION,

"FEDEX NATIONAL LTL, INC.", A DELAWARE CORPORATION,

WITH AND INTO "FEDEX FREIGHT, INC." UNDER THE NAME OF "FEDEX FREIGHT, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARKANSAS, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF JANUARY, A.D. 2011, AT 7:58 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF JANUARY, A.D. 2011, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4931176 8100M

110074679

You may verify this certificate online at corp.delaware.gov/bullockar.shtml

Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8515578

DATE: 01-25-11

Mar. 14. 2011. 4:45 PM
Mar. 11. 2011. 4:45 PM**UNOFFICIAL COPY**No. 7978 P. 4
No. 3134 P. 3

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 07:58 AM 01/25/2011
 FILED 07:58 AM 01/25/2011
 SRV 110074679 - 3483350 FILE

**STATE OF DELAWARE
 CERTIFICATE OF MERGER
 MERGING FEDEX FREIGHT SYSTEM, INC.
 AND FEDEX NATIONAL LTL, INC.
 INTO FEDEX FREIGHT, INC.**

Pursuant to Section 252 of the Delaware General Corporation Law, FedEx Freight, Inc., an Arkansas corporation, does hereby certify that:

FIRST: The name and state of incorporation of each of the constituent corporations participating in the merger are:

- (1) FedEx Freight, Inc., an Arkansas corporation;
- (2) FedEx Freight System, Inc., a Delaware corporation; and
- (3) FedEx National LTL, Inc., a Delaware corporation.

SECOND: The Agreement and Plan of Merger dated as of January 24, 2011 by and among FedEx Freight, Inc., FedEx Freight System, Inc., and FedEx National LTL, Inc. (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the requirements of the Arkansas Business Corporation Act and Section 252 of the Delaware General Corporation Law.

THIRD: The name of the surviving corporation of the merger is FedEx Freight, Inc.

FOURTH: The Articles of Incorporation of the surviving corporation shall be its Articles of Incorporation.

FIFTH: The merger shall become effective as of 12:01 a.m. Eastern Standard Time on January 30, 2011.

SIXTH: A copy of the executed Merger Agreement is on file at 2200 Forward Drive, Harrison, Arkansas, 72601, the principal place of business of the surviving corporation.

SEVENTH: A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of any of the constituent corporations.

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No. 7978 P. 5
No. 3124 P. 4

EIGHTH: The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 2200 Forward Drive, Harrison, Arkansas, 72601.

IN WITNESS WHEREOF, said surviving corporation, FedEx Freight, Inc., has caused this certificate to be signed by its authorized officer, this 24th day of January, 2011.

FedEx Freight, Inc.

By: Kenneth R. Roeyes
Kenneth R. Roeyes
Vice President

849186

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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No. 7978 P. 6
 No. 3/24 P. 3

**ARTICLES OF MERGER
 OF
 FEDEX NATIONAL LTL, INC. AND FEDEX FREIGHT SYSTEM, INC.
 INTO
 FEDEX FREIGHT, INC.**

Pursuant to the provisions of Arkansas Code Annotated §4-27-1005, the undersigned corporation hereby submits the following Articles of Merger:

1. The Agreement and Plan of Merger, dated as of January 24, 2011, by and among FedEx Freight, Inc., an Arkansas corporation ("FedEx Freight"), FedEx National LTL, Inc., a Delaware corporation ("National"), and FedEx Freight System, Inc., a Delaware corporation ("System"), is attached hereto as Exhibit A (the "Plan of Merger"). Pursuant to the Plan of Merger, National and System shall be merged with and into FedEx Freight with FedEx Freight being the surviving corporation (the "Merger").
2. FedEx Freight has 11,984 shares of common stock outstanding and entitled to vote on the Merger and the Plan of Merger. By unanimous written consent dated January 17, 2011, all 11,984 outstanding shares of common stock of FedEx Freight approved the Plan of Merger. No voting group of FedEx Freight is entitled to vote separately as a class on the Plan of Merger. The number of shares of FedEx Freight that consented to the Plan of Merger was sufficient for approval by FedEx Freight.
3. National has 1,000 shares of common stock outstanding and entitled to vote on the Merger and the Plan of Merger. By unanimous written consent dated January 17, 2011, all 1,000 outstanding shares of common stock of National approved the Plan of Merger. No voting group of National is entitled to vote separately as a class on the Plan of Merger. The number of shares of National that consented to the Plan of Merger was sufficient for approval by National.
4. System has 1,000 shares of common stock outstanding and entitled to vote on the Merger and the Plan of Merger. By unanimous written consent dated January 17, 2011, all 1,000 outstanding shares of common stock of System approved the Plan of Merger. No voting group of System is entitled to vote separately as a class on the Plan of Merger. The number of shares of System that consented to the Plan of Merger was sufficient for approval by System.
5. The Merger shall be effective at 12:01 a.m. Eastern Standard Time, on January 30, 2011.

IN WITNESS WHEREOF, FedEx Freight, Inc., the surviving corporation in the Merger, has caused these Articles of Merger to be executed as of the 24th day of January, 2011.

FEDEX FREIGHT, INC.

By: 
 Kenneth R. Reeves, Vice President

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No. 7978 P. 7
No. 3/29 P. 6

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of January 24, 2011, is entered into by and between FedEx Freight, Inc., an Arkansas corporation ("Freight" or the "surviving corporation"), FedEx National LTL, Inc., a Delaware corporation ("National"), and FedEx Freight System, Inc., a Delaware corporation ("System").

WITNESSETH

WHEREAS, Freight, National and System are wholly-owned subsidiaries of FedEx Freight Corporation, a Delaware corporation; and

WHEREAS, Freight is a corporation organized and existing under the laws of the State of Arkansas; and

WHEREAS, National is a corporation organized and existing under the laws of the State of Delaware; and

WHEREAS, System is a corporation organized and existing under the laws of the State of Delaware; and

WHEREAS, Freight, National and System have determined that it is in the best interests of each of them for National and System to merge with and into Freight, with Freight surviving the merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Merger. At the Effective Time (as defined below), National and System shall be merged with and into Freight, the separate existence of National and System shall cease and Freight shall be the surviving corporation of the merger.
2. Name. The name of the surviving corporation shall remain "FedEx Freight, Inc."
3. Effective Time. The merger shall become effective at 12:01 a.m. Eastern Standard Time, on January 30, 2011 (the "Effective Time").
4. Compliance With Law. The parties shall take such steps as may be necessary or advisable under both the Delaware Code (as defined below) and the Arkansas Code (as defined below) or otherwise to give effect to this Agreement, including, without limitation, the filing a Certificate of Merger in the offices of the Secretary of State of the State of Delaware, and the filing of a copy of this Agreement in

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 Mar. 11. 2011. 4:19 PM

UNOFFICIAL COPY No. 7978 P. 8
 No. 3734 P. 1

the offices of the Secretary of State of the State of Arkansas, together with the Articles of Merger as required by the Arkansas Code.

5. Articles of Incorporation. The articles of incorporation of Freight as amended and in effect at the Effective Time (the "Articles of Incorporation") shall continue to be the Articles of Incorporation of the surviving corporation.

6. Bylaws. The bylaws of Freight as amended and in effect at the Effective Time (the "Bylaws"), shall continue to be the Bylaws of the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

7. Directors and Officers. The directors and officers of Freight in effect at the Effective Time shall continue as directors and officers of the surviving corporation until such time as their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and the Bylaws of the surviving corporation and applicable law.

8. Manner and Basis of Converting Shares.

8.1 Effect on National Shares. At the Effective Time, each share of common stock of National that is issued and outstanding immediately preceding the Effective Time shall be canceled and retired, without any conversion thereof, and no consideration shall be delivered in exchange therefor, and all rights in respect thereof shall cease to exist.

8.2 Effect on System Shares. At the Effective Time, each share of common stock of System that is issued and outstanding immediately preceding the Effective Time shall be canceled and retired, without any conversion thereof, and no consideration shall be delivered in exchange therefor, and all rights in respect thereof shall cease to exist.

8.3 Effect on Freight Shares. At the Effective Time, each share of common stock of Freight that is issued and outstanding immediately preceding the Effective Time shall not be converted in any manner, but shall continue to represent one issued and outstanding share of the surviving corporation.

9. Effect of Merger. In accordance with the provisions of this Agreement, the General Corporation Law of the State of Delaware (the "Delaware Code") and the Business Corporation Act of 1987 of the Arkansas Code (the "Arkansas Code"), at the Effective Time, the following shall occur without any further act of the parties:

9.1 National and System shall be merged with and into Freight, the separate existences of National and System shall cease, Freight shall continue as the surviving corporation and the surviving corporation shall succeed, without other transfer, to all the rights and properties of National and System and shall be subject to all the debts

and liabilities of National and System in the same manner as if the surviving corporation had itself incurred them.

9.2 All the rights, property, powers, privileges and franchises of National and System shall vest in the surviving corporation, and all debts, liabilities and duties of National and System shall become the debts, liabilities and duties of the surviving corporation.

10. Miscellaneous.

10.1 Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Arkansas, without regard to principles of conflicts of laws.

10.2 Headings. The headings and subheadings used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

10.3 Counterpart Execution. This Agreement may be executed in counterparts and by facsimile with the same effect as if all parties hereto had manually signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement.

10.4 Severability. In the event any provision, or portion hereof, of this Agreement is held by a court having proper jurisdiction to be unenforceable in any jurisdiction, then such portion or provision shall be deemed to be severable as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

10.5 Amendments. This Agreement may be amended, altered, or modified only by a writing, specifying such amendment, alteration or modification, signed by all parties.

[SIGNATURE PAGE FOLLOWS]

Mar. 14. 2011. 4:46 PM
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No. 7978 P. 10
No. 3724 P. 9

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24th day of January, 2011.

FEDEX FREIGHT SYSTEM, INC.

By: Robert H. Rhea
Robert H. Rhea
Senior Vice President

FEDEX NATIONAL LTL, INC.

By: Marshall W. Witt
Marshall W. Witt
Senior Vice President

FEDEX FREIGHT, INC.

By: Kevin R. Reeves
Kevin R. Reeves
Vice President

Property of Cook County Clerk's Office