

03-06-2002



To the Honorable Commissioner of P.

102003278

original documents or copy thereof.

1. Name of conveying party(ies):

Nova BUS Inc.

MRD
2-15-02 FEB 15 2002

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: May 31, 2001

2. Name and address of receiving party(ies)

Name: Prevost Car (US) Inc.

Internal

Address:

Street Address: 42 W. Earl Cummings Loop

City: Roswell State: NM Zip: 88203

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1715494

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stacy Arnold Dunlop

Internal Address: Thompson & Knight L.L.P.

Street Address: 1700 Pacific Avenue, Suite 3300

City: Dallas State: Texas Zip: 75201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0821

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stacy A. Dunlop

Name of Person Signing

Stacy A. Dunlop
Signature

11/19/2001
Date

Total number of pages including cover sheet, attachments, and document:

23

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/05/2002 AHMED1 00000092 200821 1715494

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TRADEMARK

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NOVA BUS INCORPORATED (DELAWARE)

RESOLUTION of the Board of Directors of **NOVA BUS INCORPORATED (DELAWARE)** (the "Corporation") and of the sole shareholder of the Corporation, and of the sole shareholder of the Corporation's sole shareholder and of that shareholder's shareholders adopted on May 22nd, 2001.

RE: MERGER WITH PREVOST CAR, INC. (NEW JERSEY)

WHEREAS, Prevost Car, Inc. (New Jersey) ("Prevost") and the Corporation are both wholly owned subsidiaries of Prévost Car Inc. (Canada), and Prévost Car Inc. (Canada) is a wholly owned subsidiary of Prévost Holding BV, and Prévost Holding BV is jointly owned by Volvo Bussar AB and Henlys Group plc; and

WHEREAS, the Corporation has been limited in its ability to raise funds, lease, contract with vendors and engage in other standard and usual operational activities due to the Corporation's lack of a sound balance sheet; and

WHEREAS, the Corporation has negative equity and a bad credit history, which factors have had an adverse effect on its ability to obtain credit or financing at acceptable terms from vendors, banks, customers and suppliers to the detriment of the Corporation's ability to carry on its business; and

WHEREAS, the short-term economic forecasts are that the Corporation will continue to experience deterioration in its financial solidity, so that the Corporation will experience continued difficulties operating as a separate and stand-alone entity; and

WHEREAS, Prevost has a very good credit history and a sound balance sheet, which do not present any restraint to operations, but rather facilitate the company's operations whenever its credit record is in question; and

WHEREAS, the forecasts for Prevost are that it will continue to have a sound financial performance in the future; and

WHEREAS, it is proposed that Prevost be merged into the Corporation so that the new entity will have a sound balance sheet as a consequence of the merger and will also have strong prospects for keeping and enhancing its economic stability and prosperity in the future; and

WHEREAS, the merger will likely bring the following additional benefits for the Corporation, Prevost and their shareholder:

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- simplification of the corporate capital structure, as it will be more in line with the parent entity's legal organization;
- simplifications of some of the accounting, legal, auditing, tax and other filing requirements;
- reduction of costs associated with various administration, financing, insurance, federal and state tax filings (e.g. only one set of tax returns will need to be filed with each taxing authority);
- anticipated utilization of tax receivables in the Corporation; and

WHEREAS, in the opinion of this Board of Directors, it is advisable and in the best interests of the Corporation and its shareholder that Prevost be merged with and into the Corporation pursuant to the provisions of the Delaware General Corporation Law; and

WHEREAS, the merger would be carried out in accordance with the terms and provisions of the AGREEMENT AND PLAN OF MERGER OF PREVOST CAR, INC. WITH AND INTO NOVA BUS INCORPORATED (the "AGREEMENT AND PLAN OF MERGER"), a copy of which is attached hereto as Exhibit 1 and hereby made a part hereof; and

WHEREAS, in the opinions of Prévost Car Inc. (Canada), the sole shareholder of the Corporation, Prévost Holding BV, Volvo Bussar AB and Henlys Group plc (collectively the "Shareholders"), it is advisable and in the best interests of the Shareholders and the Corporation that Prevost be merged with and into the Corporation.

BE IT RESOLVED BY THE BOARD OF DIRECTORS AND THE SHAREHOLDERS:

- 1 **THAT** the merger is to be effective as of May 31st, 2001 at 11:59 p.m. (Eastern Time) (the "Effective Time");
- 2 **THAT** the AGREEMENT AND PLAN OF MERGER (Exhibit 1) be, and the same hereby is, approved and adopted;
- 3 **THAT** the CERTIFICATE OF MERGER OF PREVOST CAR, INC. WITH AND INTO NOVA BUS INCORPORATED (NEW JERSEY) (the "CERTIFICATE OF MERGER (NEW JERSEY)"), a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof, be, and the same hereby is, approved and adopted;
- 4 **THAT** the CERTIFICATE OF MERGER OF PREVOST CAR, INC. WITH AND INTO NOVA BUS INCORPORATED (DELAWARE) (the "CERTIFICATE OF MERGER (DELAWARE)"), a copy of which is attached hereto as Exhibit 3 and hereby made a part hereof, be, and the same hereby is, approved and adopted;

- 5 THAT the AGREEMENT AND PLAN OF MERGER, the CERTIFICATE OF MERGER (NEW JERSEY) and the CERTIFICATE OF MERGER (DELAWARE) are hereby submitted to the Shareholders for approval and adoption herein;
- 6 THAT upon such approval and adoption by the Shareholders, Mr. Robert M. Shaughnessy, President of the Corporation, be, and is hereby, authorized and directed to execute for and in the name of the Corporation the AGREEMENT AND PLAN OF MERGER, the CERTIFICATE OF MERGER (NEW JERSEY) and the CERTIFICATE OF MERGER (DELAWARE);
- 7 THAT upon such approval and adoption by the Shareholders, Mr. Robert M. Shaughnessy, President of the Corporation, and Bernardo de Alvarenga, Secretary of the Corporation, be, and are hereby, authorized and directed to do all such acts and things and to execute such documents, agreements, and certificates in the name of and on behalf of the Corporation, and to deliver or file such documents, agreements and certificates when executed, and to take all such other action, with any such person, as is necessary to effectuate the merger, and to pay all filing fees and other fees, expenses and charges as they, or any of them, may deem necessary or appropriate to effectuate the AGREEMENT AND PLAN OF MERGER and the full intent and purposes thereof;
- 8 THAT Mr. Robert M. Shaughnessy, President of the Corporation, and Bernardo de Alvarenga, Secretary of the Corporation, be, and hereby are, authorized and directed to do or cause to be done, any and all such acts and things and execute and deliver any and all such agreements, instruments, documents and papers as may be deemed necessary or appropriate to carry into effect the purposes and intent of the foregoing resolutions, the determination of the necessity, appropriateness or desirability of such action to be conclusively evidenced by the taking of such action.
- 9 THAT the By-Laws of the Corporation be amended, effective as of the Effective Time, as follows:

Section 1 of Article I of the By-Laws of Nova BUS Incorporated is hereby amended to read as follows:

“Section 1. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware. The principal place of business shall be in the City of Roswell, New Mexico or at such other place as the board of directors may designate from time to time.”

Section 3 and 4 of Article I of the By-Laws of Nova BUS Incorporated are hereby added as follows:

"Section 3. The Corporation shall operate one or more divisions, as shall be determined by the Board of Directors. Each division shall be managed and operate as a separate line of business.

"Section 4. The initial divisions of the Corporation shall be: Nova BUS, a Division of Prevost Car (US) Inc., operating from a place of business in Roswell, New Mexico and engaged in designing, manufacturing, marketing and servicing RTS buses; Nova BUS – Schenectady, a Division of Prevost Car (US) Inc., operating from a place of business in Schenectady, New York and engaged in manufacturing, marketing and servicing LFS buses; and Prevost Car, a Division of Prevost Car (US) Inc., operating from a place of business in Lyndhurst, New Jersey and engaged in marketing motor coaches and bus shells, parts distribution and supplying after market servicing of motor coaches, bus shells and converted bus shells."

Article V of the By-Laws of Nova BUS Incorporated is hereby deleted in its entirety. A new Article V is added to read as follows:

"ARTICLE V

OFFICERS

"Section 1. Corporate Officers. The officers of the Corporation shall be chosen by the board of directors and shall consist of a president, a secretary and such other officers as may be deemed necessary by the board of directors. Any two or more offices may be held by the same person. Officers need not be Directors of the Corporation. The president, secretary and such other officers shall be elected from time to time as determined by the board of directors.

"Section 2. Divisional Officers. The officers of each division of the Corporation shall be chosen by the board of directors and shall consist of a president, a secretary and such other officers and assistant officers as may be deemed necessary by the board of directors. The duties and responsibilities of the divisional officers shall be defined by the board of directors.

"Section 3. Salaries. The salaries of all officers and agents of the Corporation and its divisions shall be fixed by the board of directors.

"Section 4. Term, Removal and Vacancy. The officers of the Corporation and its divisions 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 or its divisions shall be filled by the board of directors.

"Section 5. President of the Corporation. The President of the Corporation shall sign or countersign all certificates, documents or other instruments of the Corporation as a whole and such other certificates, documents and instruments concerning the Corporation as a whole as may be authorized from time to time by the board of directors, and shall perform any and all duties as are incident to the President's office or are properly required of the President by the board of directors.

"Section 6. Secretary of the Corporation. The Secretary of the Corporation shall sign or countersign all certificates, documents and instruments concerning the Corporation as a whole as may be directed from time to time by the President of the Corporation, and such other certificates, documents and instruments concerning the Corporation as a whole as may be authorized from time to time by the board of directors. He shall attend all meetings of the stockholders and record all of the proceedings of the meetings of the Corporation in a book kept for that purpose and shall perform like duties for any standing committees, as required except to the extent the board of directors delegates these duties to divisional officers. He shall give, or cause to be given, notice of all meetings of the stockholders, and shall perform such other duties as may be prescribed by the board of directors or president under whose supervision he shall be.

"Section 8. President of a Division of the Corporation. The President of a Division of the Corporation shall have general management of the affairs of that Division of the Corporation, shall sign or countersign all contracts or other instruments of that Division of the Corporation as authorized by the board of directors, shall make reports to the board of directors and stockholders concerning that Division, and shall perform any and all duties as are incident to the office of a President of a Division of the Corporation or are properly required of the President of a Division of the Corporation by the board of directors.

"Section 9. Secretary of a Division of the Corporation. The Secretary of a Division of the Corporation shall attend all divisional meetings and meetings of the board of directors concerning the operations of the Division, and record all of the proceedings of the divisional meetings and meetings of the board of directors concerning the operations of the Division in a book kept for that purpose and shall perform like duties for any standing committees, as required. He shall give, or cause to be given, notice of all meetings and special meetings of the Division or meetings of the board of directors concerning the operations of the Division, and shall perform such other duties as may be prescribed by the board of directors or the President of such a Division of the Corporation under whose supervision he shall be. He shall have joint custody of the corporate seal of the Corporation with other Secretaries of the Corporation's other Divisions and he, or an assistant

secretary, shall have the 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. The board of directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature."

- 10 THAT the following individuals are hereby elected, effective as of the Effective Time, to the following Corporate offices until their successors are elected and have qualified:

<u>Name</u>	<u>Office(s)</u>	<u>Corporate Address</u>
Georges Bourelle	President	P.O. Box 5670 (RIAC) Roswell, NM 88201 USA
Bernardo de Alvarenga	Secretary	P.O. Box 5670 (RIAC) Roswell, NM 88201 USA

- 11 THAT the following individuals are hereby elected, effective as of the Effective Time, to the following Divisional offices until their successors are elected and have qualified:

FOR THE NOVA BUS DIVISION:

<u>Name</u>	<u>Office(s)</u>	<u>Divisional Address</u>
Robert M. Shaughnessy	President, Nova BUS, a Division of Prevost Car (US) Inc.	P.O. Box 5670 (RIAC) Roswell, NM 88201 USA
Bernardo de Alvarenga	Secretary, Nova BUS a Division of Prevost Car (US) Inc.	P.O. Box 5670 (RIAC) Roswell, NM 88201 USA
	Chief Financial Officer Nova BUS, a Division of Prevost Car (US) Inc	
Marcel Mimeault	General Manager, Nova BUS, a Division of Prevost Car (US) Inc	P.O. Box 5670 (RIAC) Roswell, NM 88201 USA

FOR THE NOVA BUS - SCHENECTADY DIVISION:

<u>Name</u>	<u>Office(s)</u>	<u>Divisional Address</u>
Robert M. Shaughnessy	President, Nova BUS - Schenectady, a Division of Prevost Car (US) Inc.	1000, boulevard Industriel St. Eustache, Québec Canada J7R 5A5
Guy Vadeboncoeur	Controller, Nova BUS - Schenectady, a Division of Prevost Car (US) Inc.	1000, boulevard Industriel St. Eustache, Québec Canada J7R 5A5
	Secretary, Nova BUS - Schenectady, a Division of Prevost Car (US) Inc.	
Gilles Tardif	Plant Manager, Nova BUS - Schenectady, a Division of Prevost Car (US) Inc.	1000, boulevard Industriel St. Eustache, Québec Canada J7R 5A5

FOR THE PREVOST CAR DIVISION:

<u>Name</u>	<u>Office(s)</u>	<u>Divisional Address</u>
Georges Bourelle	President, Prevost Car, a Division of Prevost Car (US) Inc.	35, boulevard Gagnon Sainte-Claire, Québec Canada G0R 2V0
Gaetan Bolduc	Executive Vice President, Prevost Car, a Division of Prevost Car (US) Inc.	35, boulevard Gagnon Sainte-Claire, Québec Canada G0R 2V0
René Bégin	Secretary, Prevost Car, a Division of Prevost Car (US) Inc.	35, boulevard Gagnon Sainte-Claire, Québec Canada G0R 2V0

12 **THAT** the officers for each Division elected as provided in Paragraph 11 above be and the same are hereby authorized to bind the Corporation to the extent permitted by applicable law as it relates only to the Division to which they have been elected an officer:


- 1) by agreement, contract or otherwise, PROVIDED THAT such agreements, contracts and other documents are signed by at least one such officer of such a Division;
- 2) by agreement, contract or otherwise having a value in excess of \$25,000 (U.S.), PROVIDED THAT such agreements, contracts and other documents are signed by no fewer than two of said officers of such a Division; and

- 3) provided, as it relates specifically to those acts enumerated below, that the officer has been duly authorized by the board of directors and the Shareholders:
- a. any change to the Articles of the Corporation or the passing of any resolution inconsistent therewith;
 - b. any sale, transfer, lease, licence, assign or otherwise disposal of the whole or any material part of its business, undertaking, property and/or assets;
 - c. any change in any activity other than the business of the Division;
 - d. the approval of the annual budget of the Division and any material changes to such budget once approved;
 - e. any issuance or allotment or agreement to issue or allot any shares or stock in its capital or any security convertible into such shares or stock or any loan stock or grant or agreement to grant options over or rights in any such shares, stock, securities or loan stock;
 - f. any alteration to the issued or authorised share capital of the Corporation;
 - g. any appointment of any person to or removal of any person as president of the Corporation or chief executive officer or chief financial officer or finance director of the Corporation or the entering into of any contract of employment with any such person or any change to the terms of engagement of any such person;
 - h. any payment of fees or emoluments to the Directors;
 - i. the appointment or removal of the auditors of the Corporation;
 - j. the granting of any guarantee, indemnity or security other than in the ordinary course of business;
 - k. the creation or issuance of any debenture, mortgage, charge or other security over all or a material part of the undertaking of any member of the Shareholders or increase in the amount of any borrowings capable of being secured thereby;
 - l. the acquisition or disposal of any share, debenture, mortgage, loan capital or security (or any interest therein) in any body corporate or trust which, taking the transaction as a whole, would constitute for the Corporation, or either of the Shareholders, a material acquisition;

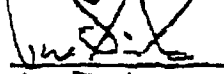
- m. the grant of any loan other than credit given in the normal course of trading or monies deposited under normal cash management arrangements or any loan provided to employees as part of a general package of employee benefits;
- n. the purchase, lease, acquisition, grant of option, exchange or other dealing in any real property or any interest therein, or the acquisition of any asset for an amount of consideration greater than \$1,000,000, or the undertaking of any capital commitment in an amount greater than \$2,500,000, except to the extent that the same has been provided in the agreed budget of that Division;
- o. entering into any joint venture, partnership or profit sharing agreement with any other person;
- p. the sale, release, assignment or factoring the debts or securities;
- q. any changes in the fiscal year end of the Corporation;
- r. any act or thing whereby the Corporation may be wound up (whether voluntarily or compulsorily);
- s. the entering into any agreement providing for the performance contrary to the provisions contained in paragraphs (a) to (r) (inclusive) above; and
- t. any other further restrictions specifically designated by the board of directors and the Shareholders as it relates to a specific Division of the Corporation.

13 THAT all of the acts and doings of Mr. Robert M. Shaughnessy, Bernardo de Alvarenga and representatives of the Corporation, whether heretofore or hereafter taken or done, which are in conformity with the purposes and intent of these resolutions shall be and the same hereby are in all respects ratified, approved and confirmed.

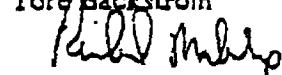
APPROVAL OF THE DIRECTORS:




Jan Angstrom



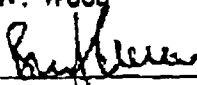
Tore Backstrom



Richard Maddox



Robert W. Wood



Brian Chivers



APPROVAL OF THE SHAREHOLDERS:

PRÉVOST CAR INC., a Canadian corporation, sole shareholder of all outstanding shares of the Corporation hereby ratifies, approves and, adopts the Agreement and Plan of Merger, the Certificate of Merger (New Jersey) and the Certificate of Merger (Delaware), and ratifies and adopts the above resolution, including its preamble and exhibits.

PRÉVOST CAR INC.

By: _____

Georges Beaulieu

Its: President

PRÉVOST HOLDING BV, sole shareholder of all outstanding shares of the Prévost Car Inc., itself sole shareholder of all outstanding shares of the Corporation, hereby ratifies, approves and, adopts the Agreement and Plan of Merger, the Certificate of Merger (New Jersey) and the Certificate of Merger (Delaware), and ratifies and adopts the above resolution, including its preamble and exhibits.

PRÉVOST HOLDING BV

By: _____

Jan Engström

Its: Director

By: _____

Robert W. Wood

Its: Director

VOLVO BUSSAR AB and HENLYS GROUP PLC, the shareholders of all outstanding shares of Prévost Holding BV, itself sole shareholder of all outstanding shares of Prévost Car Inc., itself sole shareholder of all outstanding shares of the Corporation, hereby ratifies, approves and, adopts the Agreement and Plan of Merger, the Certificate of Merger (New Jersey) and the Certificate of Merger (Delaware), and ratifies and adopts the above resolution, including its preamble and exhibits.

VOLVO BUSSAR AB

By: _____

Jan Engström

Its: Director

HENLYS GROUP PLC

By: _____

Robert W. Wood

Its: CEO

State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, 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:

"PREVOST CAR, INC.", A NEW JERSEY CORPORATION,
WITH AND INTO "NOVA BUS INCORPORATED" UNDER THE NAME OF
"PREVOST CAR (US) INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE THIRTY-FIRST DAY OF MAY, A.D. 2001, AT 2
O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF
MAY, A.D. 2001, AT 11:59 O'CLOCK P.M.

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2326274 8100M

AUTHENTICATION: 1164536

010260842

DATE: 06-01-01

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REEL: 002453 FRAME: 0862

MAY-31-2001 11:13

CT Phoenix

STATE OF DELAWARE
 SECRETARY OF STATE 03/04
 DIVISION OF CORPORATIONS
 FILED 02:00 PM 05/31/2001
 010260842 - 2326274

CERTIFICATE OF MERGER OF PREVOST CAR, INC. (A NEW JERSEY CORPORATION) INTO NOVA BUS INCORPORATED (A DELAWARE CORPORATION)

Under Section 252 of the General Corporation Law of the State of Delaware.

The undersigned corporation, a Delaware corporation, does hereby certify:

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

<u>Name</u>	<u>State of Incorporation</u>
Prevost Car, Inc.	New Jersey
Nova BUS Incorporated	Delaware

Second: That an Agreement and Plan of Merger dated as of May 31, 2001 by and between Prevost Car, Inc. and Nova BUS Incorporated has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware.

Third: That the name of the surviving corporation of the merger is Nova BUS Incorporated, a Delaware corporation (the "Surviving Corporation").

Fourth: That the Certificate of Incorporation of Nova BUS Incorporated in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, and that the Article numbered "1" thereof is hereby amended to read in its entirety as follows:

"1. The name of the Corporation is Prevost Car (US) Inc. "

Fifth: That the Bylaws of Nova BUS Incorporated, as amended by the board of directors and approved by the sole shareholder of Nova BUS Incorporated by Resolution dated May 22, 2001, shall be the Bylaws of the Surviving Corporation in effect as of the Effective Time.

Sixth: That the directors of Nova BUS Incorporated immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, until their respective successors are duly elected or appointed.

Seventh: That persons who are the officers of Nova BUS as elected by the board of directors of Nova BUS by Resolution dated May 22, 2001, shall as of the Effective Time be the officers of the Surviving Corporation, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Delaware and under the Certificate of Incorporation and Bylaws of the Surviving Corporation.

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Eighth: That the executed Agreement and Plan of Merger is on file at the corporate office of the Surviving Corporation. The address of said corporate office is 42 Earl Cummings Loop West, Roswell, New Mexico 88202.

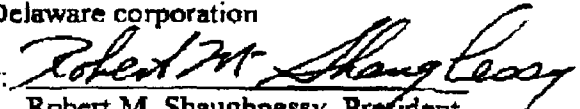
Ninth: That a copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation upon request and without charge to the stockholder of the Constituent Corporations.


Tenth: The authorized Capital Stock of Prevost Car, Inc. is 2,500 shares of Common Stock, par value \$1.00 per share.

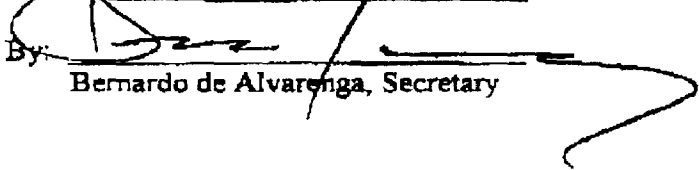
Eleventh: That this Certificate of Merger shall be effective on May 31, 2001 at 11:59 p.m. (Eastern Time) (the "Effective Time").

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by its President and attested by its Secretary this 22nd day of May, 2001.

Nova BUS Incorporated,
a Delaware corporation

By: 
Robert M. Shaughnessy, President

Dated:  5/22/2001

By: 
Bernardo de Alvarenga, Secretary



CERTIFICATE OF MERGER OF PREVOST CAR, INC. (A NEW JERSEY CORPORATION) INTO NOVA BUS INCORPORATED (A DELAWARE CORPORATION)

Under Section 14A:10-4.1 of the Corporation Law of the State of New Jersey.

The undersigned corporations do hereby certify:

MAY 31 2001

STATE TREASURER

First: The name of the surviving corporation is Nova BUS Incorporated; a Delaware corporation (the "Surviving Corporation"); and the names of the merging corporations are Prevost Car, Inc., a New Jersey Corporation and Nova BUS Incorporated, a Delaware corporation, (sometimes collectively referred to as the "Constituent Corporations").

Second: The Agreement and Plan of Merger is as set forth on Schedule A attached hereto.

Third: The date of approval of the Agreement and Plan of Merger by the shareholders of each of the Constituent Corporations is May 22, 2001.

Fourth: The number of shares entitled to vote with respect to each of the Constituent Corporations is as follows:

- Nova BUS Incorporated: 1,000 shares of Common Stock;
- Prevost Car, Inc. 1,500 shares of Common Stock;

Fifth: The number of shares entitled to vote, of each of the Constituent Corporations; voted for and against the Agreement and Plan of Merger is as follows:

NAME	FOR	AGAINST
Nova BUS Incorporated	1,000	none
Prevost Car, Inc.	1,500	none

Sixth: The merger is to become effective at 11:59 p.m. on May 31, 2001, in accordance with paragraph 2.1 of the Agreement and Plan of Merger.

Seventh: All provisions of the laws of the State of Delaware applicable to this merger have been, or upon compliance with filing and recording requirements will have been, complied with.

Eighth: Being a foreign corporation, as far as the Corporation Law of the State of New Jersey is concerned, the Surviving Corporation, in compliance with subsection 14A:10-7(c) of the Corporation Law of the State of New Jersey, agrees as follows:

- (i) the Surviving Corporation agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of any of the Constituent Corporations, previously amenable to suit in this State. However, the shareholders of the Constituent Corporations having given their unanimous consent to the Agreement and Plan of Merger, the obligation otherwise imposed on Prevost Car, Inc. under subsection 14A:10-7(c)(i) of the Corporation Law of the State of New Jersey, as far as it provides for the service of proceedings to the dissenting shareholders is not applicable.
- (ii) the Agreement and Plan of Merger having been approved by unanimous consent of the shareholders on May 22, 2001, the provisions set forth in subparagraph 14A:10-7(c)(iii) of the Corporation Law of the State of New Jersey providing for the payments to be made to the dissenting shareholders under such law is not applicable.

Ninth: The registered agent in New Jersey for the Surviving Corporation is:

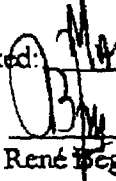
Corporation Trust Company
820 Bear Tavern Road
West Trenton, New Jersey, 08628

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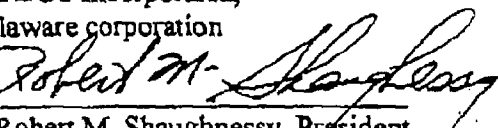
IN WITNESS WHEREOF, the undersigned have caused this Certificate to be executed by its President and attested by its Secretary this 22nd day of May, 2001.

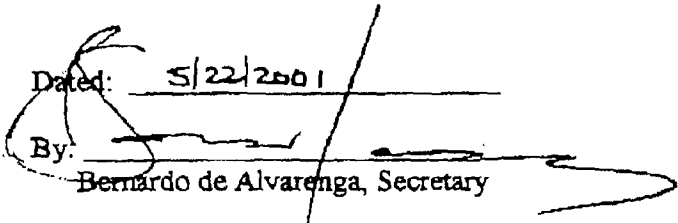
Prevost Car, Inc.,
a New Jersey corporation

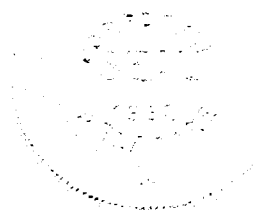
By: 
Georges Bourelle, President

Dated: May 22, 2001
By: 
René Bégin, Secretary

Nova BUS Incorporated,
a Delaware corporation

By: 
Robert M. Shaughnessy, President

Dated: 5/22/2001
By: 
Bernardo de Alvarenga, Secretary



SCHEDULE A

AGREEMENT AND PLAN OF MERGER

OF

PREVOST CAR, INC.

WITH AND INTO

NOVA BUS INCORPORATED

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of May 31, 2001, is entered into by and between, Prevost Car, Inc. ("Prevost"), a New Jersey corporation, and Nova BUS Incorporated ("Nova BUS"), a Delaware corporation (Nova BUS being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Constituent Corporations are both wholly-owned subsidiaries of Prevost Car Inc., a Canadian Corporation (the "Parent"), itself a wholly owned subsidiary of Prevost Holding B.V., a Netherlandish corporation ("Holding"), itself jointly owned by Volvo Bussar AB ("Volvo") and Henlys Group plc ("Henlys") (Parent, Holding, Volvo and Henlys being hereinafter sometimes collectively referred to as the "Shareholders"); and

WHEREAS, the Board of Directors of each of the Constituent Corporations and the Shareholders deem it advisable and in the best interests of the Constituent Corporations that Prevost be merged with and into Nova BUS, with Nova BUS being the Surviving Corporation, under and pursuant to the laws of the State of Delaware and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
MERGER

1.1 Prevost shall be merged with and into Nova BUS in accordance with the laws of the State of Delaware. The separate corporate existence of Prevost shall thereby cease, and Nova BUS shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Prevost Car (US) Inc."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of Prevost shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Certificate of Incorporation, of the Constituent Corporations. All of the rights, privileges, powers and franchises of Prevost, of a public as well as of a private nature, and all property, real, personal and mixed of Prevost, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as private nature, and all and every other interest of Prevost shall be thereafter as effectually the property of the Surviving Corporation as they were of Prevost.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Delaware General Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of Prevost. The rights of creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of Prevost. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 11:59 p.m. (Eastern Time) on May 31, 2001, pursuant to Section 252 of the Delaware General Business Corporation Laws. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of Prevost, the officers and directors of the Surviving Corporation shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III
CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Certificate of Incorporation of Nova BUS, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, Article numbered "1" thereof being hereby amended to read in its entirety as follows:

"1. The name of the Corporation is Prevost Car (US) Inc."

3.2 That the Bylaws of Nova BUS, as amended by resolution of the board of directors and approved by the sole shareholder of Nova BUS on May 22, 2001, shall be the Bylaws of the Surviving Corporation in effect as of the Effective Time.

3.3 The persons who are the Directors of Nova BUS immediately prior to the Effective Time shall, after the merger, continue as the Directors of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Delaware and under the Certificate of Incorporation and Bylaws of the Surviving Corporation.

3.4 The persons who are the officers of Nova BUS as appointed by the board of directors of Nova BUS on May 22, 2001, shall as of the Effective Time be the officers of the Surviving Corporation, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Delaware and under the Certificate of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV
CANCELLATION OF SHARES

4.1 Nova BUS presently has issued and outstanding 1,000 shares of Common Stock, having a par value of ONE DOLLAR (\$1.00) per share ("Nova BUS Shares").

4.2 Prevost presently has issued and outstanding 1,500 shares of Common Stock, having a par value of ONE DOLLAR (\$1.00) per share ("Prevost Shares").

4.3 At the Effective Time, by virtue of the merger and without any action on the part of any holder of any capital stock of Prevost, all Prevost Shares owned by Parent or any subsidiary of Parent, shall be cancelled and shall cease to exist from and after the Effective Time.

4.4 On and after the Effective Time of the merger, the holder of the certificates of Prevost shall surrender said certificates at the Registered Office of the Surviving Corporation. Since the holder of all issued and outstanding certificates of stock of Prevost is the same as the holder of all issued and outstanding certificates of the Surviving Corporation, no new stock certificates in the Surviving Corporation shall be issued as a result of the merger. Upon surrender, each share of Prevost outstanding immediately prior to the merger shall cease to exist and be cancelled, and the

certificate representing such shares shall be marked "Cancelled in Merger" as of the Effective Time of the merger.

ARTICLE V

5.1 Entire Agreement. This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

5.2 Severability. If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected.

5.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware.

5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations, all as of the day and year first above written.

NOVA BUS INCORPORATED,
a Delaware corporation

By: Robert M. Shaughnessy
Robert M. Shaughnessy, President

Dated: 5/22/2001

Bernardo de Alvarenga
Bernardo de Alvarenga, Secretary

PREVOST CAR, INC.,
a New Jersey corporation

By: Georges Bourelle
Georges Bourelle, President

Dated: May 22 2001

René Bégin
René Bégin, Secretary

