

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Landair Corporation

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

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

3. Nature of conveyance:

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

Execution Date: 3-3-2003

2. Name and address of receiving party(ies)

Name: Landair Holdings, Inc,

Internal Address: _____
Address: _____

Street Address: 430 Airport Road

City: Greeneville State: TN Zip: 37745

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(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) 1825516

Additional number(s) attached Yes No

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

Name: William C. Argabrite

Internal Address: Hunter, Smith & Davis, LLP

Street Address: 1212 N. Eastman Road
P.O. Box 3740

City: Kingsport State: TN Zip: 37664

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ \$40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

John A. Tweed
Name of Person Signing


Signature

12/17/03
Date

Total number of pages including cover sheet, attachments, and document: 18

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

RECEIVED
TENNESSEE
FEB 28 PM 12:50
DALE DARNELL
SECRETARY OF STATE

ARTICLES OF MERGER
OF
LANDAIR CORPORATION
INTO
LANDAIR ACQUISITION CORPORATION

Pursuant to the provisions of Section 48-21-107 of the Tennessee Business Corporation Act (the "Act"), Landair Corporation, a Tennessee corporation ("Landair"), and Landair Acquisition Corporation, a Tennessee corporation (the "Company"), on this 28th day of February, 2003, do hereby adopt the following Articles of Merger for the purpose of merging Landair with and into Company (the "Merger"):

FIRST: The Agreement and Plan of Merger for merging Landair with and into the Company, the surviving corporation in the Merger, is attached hereto as Exhibit A and made a part hereof (the "Plan of Merger").

SECOND: Approval of the Plan of Merger by the shareholders of neither Landair nor the Company is required under the Act.

THIRD: As required by Section 48-21-105 of the Act, the Board of Directors of the Company approved the Plan of Merger by an action on written consent dated January 27, 2003.

FOURTH: As required by Section 48-21-102 of the Act, the Board of Directors of the Landair approved the Plan of Merger by an action on written consent dated January 27, 2003.

FIFTH: As required by Section 48-21-105 of the Act, the Company mailed a copy of the Plan of Merger to each shareholder of record of Landair on January 28, 2003.

SIXTH: These Articles of Merger and the Plan of Merger shall be effective at 12:01 a.m., Central Standard Time, on March 1, 2003.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger and caused the same to be duly delivered on their behalf on the day and year first above written.

LANDAIR CORPORATION

By: Scott M. Niswonger
Name: SCOTT M. NISWONGER
Title: CHAIRMAN & CEO

LANDAIR ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

EE 26 2003 15:57 FR LANDAIR

423 635 7274 TO 917043571488

P.03/03

IN WITNESS WHEREOF, the parties have executed these Articles of Merger and caused the same to be duly delivered on their behalf on the day and year first above written.

LANDAIR CORPORATION

LANDAIR ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____


By: 
Name: John A. Tweed
Title: President

EXHIBIT A 13753

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of January 27, 2003, by and among LANDAIR ACQUISITION CORPORATION, a Tennessee corporation (the "Company"), and LANDAIR CORPORATION, a Tennessee corporation ("Landair").

WHEREAS, Scott M. Niswonger, Chairman of the Board of Directors and Chief Executive Officer of Landair, and John A. Tweed, President and Chief Operating Officer of Landair (collectively referred to herein as "Purchasers"), through the Company, commenced on December 23, 2002 a tender offer (the "Offer") to purchase at a price of \$13.00 per share (the "Offer Price"), all of the outstanding shares of common stock of Landair not held by them, on the terms and subject to the conditions set forth in the Offer to Purchase dated as of December 23, 2002, as amended and supplemented;

WHEREAS, on January 23, 2003, the Purchasers and the Company completed the Offer and the Company accepted payment for all the shares validly tendered in the Offer, and as a result, the Company currently owns approximately 97% of the outstanding shares of common stock of Landair, they being the only voting shares of Landair.

WHEREAS, pursuant to Section 48-21-101, et seq., of the TBCA, the Company and the Purchasers now desire to merge Landair with and into the Company on the terms and subject to the conditions contained in this Agreement;

WHEREAS, the Board of Directors of the Company has approved, and deems it fair, advisable and in the best interest of the Company and its shareholders to consummate the merger of Landair with and into the Company on terms and conditions set forth herein; and

WHEREAS, the Board of Directors of Landair has approved, and deems it fair, advisable and in the best interest of Landair and its shareholders to consummate the merger of Landair with and into the Company on terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, the parties hereto agree as follows:

**ARTICLE I.
THE MERGER**

Section 1.1 The Merger. Subject to the terms and conditions of this Agreement, and in accordance with Tennessee law, at the Effective Time, the Company and Landair shall consummate a merger (the "Merger") pursuant to which:

(a) Landair shall be merged with and into the Company and the separate corporate existence of Landair shall thereupon cease;

(b) the Company shall be the successor or surviving corporation in the Merger (sometimes referred to as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Tennessee; and

(c) the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, except as set forth in this Section 1.1.

Section 1.2 Effective Time. Subject to the provisions of this Agreement, a closing (the "Closing") shall be held at the offices of Bass, Berry & Sims PLC, 315 Deaderick Street, Suite 2700, Nashville, Tennessee 37238 within five business days after the satisfaction of the conditions set forth in Section 3.1, or on such other date before any termination of this Agreement pursuant to Section 4.1 hereof, (the date on which the Closing actually occurs, the "Closing Date"). Subject to the terms and conditions of this Agreement, the Company and Landair will cause Articles of Merger to be executed and filed on the Closing Date (or on such other date as the Company and Landair may agree) with the Secretary of State of the State of Tennessee as provided in the TBCA. The Merger shall become effective on the date on which the Articles of Merger are duly filed with the Secretary of State of the State of Tennessee or such later time as is agreed upon by the parties and specified in the Articles of Merger, and such time is hereinafter referred to as the "Effective Time."

Section 1.3 Charter and Bylaws of Surviving Corporation. The Charter and Bylaws of the Company as existing and constituted immediately prior to the Effective Time shall be and constitute the Charter and Bylaws of the Surviving Corporation.

Section 1.4 Directors and Officers of the Surviving Corporation. The directors of and the officers of the Company at the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with applicable law, the charter and bylaws of the Surviving Corporation.

ARTICLE II. CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of the Company Common Stock or holders of any shares of Landair Common Stock ("Shares"):

(a) *Landair Common Stock.* Each issued and outstanding share of Landair Common Stock (other than Shares held by the Company ("Company-Owned Shares") and Dissenting Shares) shall be converted automatically into the right to receive an amount in cash equal to \$13.00 (the "Per Share Amount"), without interest, payable to the holder thereof, less any required withholding taxes, upon surrender of the Share Certificate formerly representing such Share in the manner provided in Section 2.2.

(b) *Cancellation of Shares.* All Shares that are owned by Landair as treasury stock immediately prior to the Effective Time and all Company-Owned Shares shall be canceled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

(c) *Company Common Stock.* Each share of Company Common Stock issued and outstanding at the Effective Time shall remain outstanding and unchanged as a share of the common stock of the Surviving Entity.

(d) *Transfer Books: No Further Ownership Rights in the Shares.* At the Effective Time, the stock transfer books of Landair shall be closed and thereafter there shall be no further registration of transfers of the Shares on the records of Landair. From and after the Effective Time, the holders of certificates evidencing ownership of the Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares, except as otherwise provided for herein or by applicable Law. If, after the Effective Time, certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged for the Per Share Amount.

Section 2.2 Payment of Cash for Shares.

(a) Promptly, and in no event later than five business days after the Effective Time, the Surviving Corporation shall mail to each holder of then outstanding Shares, that at the Effective Time, was a holder of record of Shares entitled to receive the Per Share Amount pursuant to Section 2.1 hereof, a form of letter of transmittal which shall specify that delivery shall be effected, and risk of loss and title to the certificates evidencing the Shares (the "Share Certificates") shall pass, only upon proper delivery of the Share Certificate(s) to the Surviving Corporation and instructions for use in effecting the surrender of the Share Certificate(s) pursuant to such letter of transmittal. Upon surrender to the Surviving Corporation of a Share Certificate, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions, the holder of such Share Certificate shall be entitled to receive in exchange therefor the Per Share Amount for each Share formerly evidenced by such Share Certificate, and such Share Certificate shall thereupon be cancelled. No interest shall accrue or be paid on the Per Share Amount payable upon the surrender of any Share Certificate for the benefit of the holder of such Share Certificate and any required withholding taxes on the Per Share Amount may be withheld by the Surviving Corporation.

(b) After surrender to the Surviving Corporation of any Share Certificate or other instrument which prior to the Effective Time shall have represented any Shares, the Surviving Corporation shall promptly distribute to the holder of Shares in whose name such Share Certificate or other instrument shall have been registered, a check representing the Merger Consideration that such holder of Shares has the right to receive pursuant to the provisions of this ARTICLE II. Until so surrendered and cancelled, each such Share Certificate or other instrument shall, after the Effective Time, be deemed to represent only the right to receive the Per Share Amount, and until such surrender and cancellation, no cash shall be paid to the holder of such outstanding Share Certificate or other instrument in respect thereof. From and after the Effective Time, the holders of Shares outstanding immediately prior to the Effective Time shall cease,

except for Dissenting Shares and otherwise as required by law, to have any rights with respect to such Shares, other than the right to receive the Per Share Amount as provided in this Agreement.

(c) If payment is to be made to a Person other than the registered holder of the Shares represented by the Share Certificate or other instrument so surrendered in exchange therefor, it shall be a condition to such payment that the Share Certificate or other instrument so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such payment shall pay to the Surviving Corporation any transfer or other taxes required as a result of such payment to a Person other than the registered holder of such Shares or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

(d) The Surviving Corporation shall not be liable to any holder of Shares for any amount paid to a public official pursuant to applicable unclaimed property laws. Any amounts remaining unclaimed by holders of Shares seven (7) years after the Effective Time (or such earlier date immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Entity) shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation, free and clear of any claims or interest of any Person previously entitled thereto.

(e) No dividends or other distributions with respect to capital stock of the Company with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate for the Shares.

(f) In the event that any Share Certificate or other instrument representing Shares shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate or other instrument to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such holder of a bond in such reasonable amount as the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Share Certificate or other instrument, the Surviving Corporation will issue in exchange for and in lieu of such lost, stolen or destroyed certificate or other instrument representing the Shares, the Per Share Amount, and unpaid dividends and distributions on Shares deliverable in respect thereof, pursuant to this Agreement and the Merger, without interest and less any required withholding taxes.

Section 2.3 Dissenters' Rights. Prior to the Effective Time, Landair shall notify NASDAQ National Market System that the Landair Common Stock will not be listed on the National Market System effective on the day prior to the Effective Time, so that at the Effective Time, holders of Shares shall be entitled to exercise dissenters' rights, as provided in Chapter 23 of the TBCA. Notwithstanding anything in this Agreement to the contrary, Shares outstanding immediately prior to the Effective Time that are held by a Person who has delivered a written demand for payment of such shares in accordance with Section 48-23-104 of the TBCA (the "Dissenting Shares") shall not be converted into the right to receive the Per Share Amount as provided in Section 2.1 hereof, unless and until such holder fails to perfect or efficiently withdraws or otherwise loses such holder's right to dissent and receive payment under the TBCA. Such holder shall be entitled to receive payment of the value of such Shares in accordance with the provisions of the TBCA; provided, that, such holder complies with the provisions of Section

48-23-204 of the TBCA. If, after the Effective Time, any such holder fails to perfect or effectively withdraws or otherwise loses such holder's right to dissent, such Dissenting Shares shall thereupon be treated as if they had been converted as of the Effective Time into the right to receive the Per Share Amount, without interest thereon. Landair shall give the Company prompt notice of any demands received by Landair for payment for shares of Landair Common Stock, and, prior to the Effective Time, the Company shall have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, Landair shall not, except with the prior written consent of the Company, make any payment with respect to, or settle or offer to settle, any such demands.

Section 2.4 Withholding Taxes. The Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable to a holder of Shares pursuant to the Merger, such amounts as are required to be withheld under the Code, or any applicable Laws or Orders. To the extent that amounts are so withheld by Surviving Corporation, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Shares in respect of which such deduction and withholding was made by Surviving Corporation.

Section 2.5 Options and Other Stock Incentive Plans. Prior to the Effective Time, each holder of a then outstanding immediately exercisable option to purchase Landair Common Stock under Landair's Amended and Restated Stock Option and Incentive Plan and its Amended and Restated Non-Employee Director Stock Option Plan (collectively, the "Option Plans") shall, in settlement thereof, receive from Landair for each share of Landair Common Stock subject to such option an amount (subject to any applicable withholding tax) in cash equal to the product computed by multiplying (i) the excess of (A) \$13.00 over (B) the per share option exercise price by (ii) the number of shares of Landair Common Stock with respect to which such option to purchase Landair Common Stock is being exercised.

ARTICLE III. CONDITIONS TO THE MERGER

Section 3.1 Conditions to the Obligations of Each Party. The obligations of the Company and Landair to consummate the transactions contemplated hereby are subject to the satisfaction at or prior to the Effective Time of the following conditions, any or all of which may be waived, in whole or in part, by each of the parties intended to benefit therefrom, to the extent permitted by applicable Law:

(a) there are no injunctions, permanent or temporary, issued by a Governmental Authority that prevent the performance of this Agreement, and no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) which is in effect and which has the effect of prohibiting the consummation of the transactions contemplated hereby; and

(b) all actions by or in respect of or filings with any Governmental Authority required to permit the consummation of the transactions contemplated hereby shall have been obtained, other than the filing of the requisite Articles of Merger with the Secretary of State of the State of Tennessee; and

(c) a copy of this Agreement and Plan of Merger shall have been mailed to each Landair shareholder of record (who did not waive the requirement of such mailing) at least one (1) month prior to the Effective Time.

**ARTICLE IV.
TERMINATION**

Section 4.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of the Company and Landair;

(b) by either Landair or the Company, if the Merger has not been consummated by March 31, 2003; provided, however, that the right to terminate this Agreement under this Section 4.1(b) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur on or before such date; or

(c) by either Landair or the Company, if there shall be any Law that makes consummation of Merger hereby illegal or otherwise prohibited or if any Order enjoining Landair or the Company from consummating the Merger is entered.

Section 4.2 Effect of Termination. If this Agreement is terminated pursuant to Section 4.1, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

**ARTICLE V.
MISCELLANEOUS**

Section 5.1 Definitions. As used herein, the following terms have the following respective meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Agreement” means this Agreement and Plan of Merger, as the same may be supplemented, modified or amended from time to time.

“Closing” is defined in Section 1.2.

“Closing Date” is defined in Section 1.2.

“Code” means the Internal Revenue Code of 1986, as amended.

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"Company" is defined in the recitals to this Agreement.

"Company Common Stock" means the common stock, \$.01 par value per share, of the Company.

"Company-Owned Shares" is defined in Section 2.1.

"Dissenting Shares" is defined in Section 2.3.

"Effective Time" is defined in Section 1.2.

"Governmental Authority" means any federal, state, county, local, foreign or other governmental or public agency, instrumentality, commission, authority, board or body, and any court, arbitrator, mediator or tribunal.

"Landair" is defined in the recitals to this Agreement.

"Landair Common Stock" means the common stock, \$.01 par value per share, of Landair.

"Law" means any code, law, ordinance, regulation, rule or statute of any Governmental Authority.

"Merger" is defined in Section 1.1.

"Merger Consideration" means the cash paid to the holders of the Shares pursuant to ARTICLE II hereof.

"Offer Price" is defined in the recitals to this Agreement.

"Order" shall mean any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, arbitrator, mediator, tribunal, administrative agency or other Governmental Authority.

"Per Share Amount" is defined in Section 2.1.

"Person" means an individual, a corporation, a partnership, an association, a trust, a limited liability company or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"Purchasers" is defined in the recitals to this Agreement.

"Shares" is defined in Section 2.1.

"Share Certificates" is defined in Section 2.2.

"Surviving Corporation" means the Company as the surviving corporation resulting from the Merger.

"TBCA" means the Tennessee Business Corporation Act, as amended.

Section 5.2 Notices. Unless otherwise specifically provided herein, any notice, demand, request or other communication herein requested or permitted to be given shall be in writing and may be personally served, sent by overnight courier service, or sent by telecopy with a confirming copy sent by United States first-class mail. For the purposes hereof, the addresses of the parties hereto (until notice of a change thereof is delivered as provided in this Section) shall be as follows:

If to Landair:

Landair Corporation
430 Airport Road
Greeneville, TN 37745
Attn: Scott M. Niswonger
Telephone: (423) 636-7008
Telecopy: (423) 636-7274

With a copy (which shall not constitute notice) to:

Bass, Berry & Sims, PLC
315 Deaderick Street, Suite 2700
Nashville Tennessee 37238-3001
Attn: Leigh Walton
Telephone: (615) 742-6201
Telecopy: (615) 742-2701

If to the Company:

Scott M. Niswonger
John A. Tweed
430 Airport Road
Greeneville, TN 37745
Telephone: (423) 783-1300
Telecopy: (423) 636-7274

With a copy (which shall not constitute notice) to:

Hunter Smith & Davis LLP
1212 North Eastman Road
P.O. Box 3740
Attn: William C. Argabrite
Telephone: (423) 378-8829
Telecopy: (423) 378-8801

Any notice provided hereunder shall be deemed to have been given on the date delivered in person, or on the next business day after deposit with an overnight courier service, or on the date received by telecopy transmissions.

Section 5.3 Amendments; No Waivers. Any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 5.4 Expenses. Each party shall pay its expenses related to the Merger.

Section 5.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement, and their respective successors and assigns.

Section 5.6 Governing Law. Regardless of the place or places where this Agreement may be executed, delivered or consummated, this Agreement shall be governed by and construed in accordance with the Laws of the State of Tennessee, without regard to any applicable conflicts of Laws.

Section 5.7 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 5.8 Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

Section 5.9 Interpretations. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

Section 5.10 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

LANDAIR CORPORATION

By: Scott M. Niswonger

Name: Scott M. Niswonger

Title: Chairman of the Board
and Chief Executive Officer

LANDAIR ACQUISITION CORPORATION

By: _____

Name: John A. Tweed

Title: President

4 2 1 3 0 1 3 1 3

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

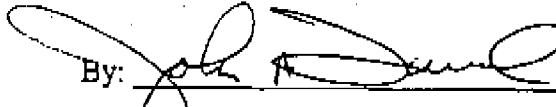
LANDAIR CORPORATION

By: _____

Name: Scott M. Niswonger

Title: Chairman of the Board
and Chief Executive Officer

LANDAIR ACQUISITION CORPORATION

By:  _____

Name: John A. Tweed

Title: President

4739-1035

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**ARTICLES OF AMENDMENT TO THE CHARTER
OF LANDAIR ACQUISITION CORPORATION**

RECEIVED
OF TENNESSEE
2003 MAR -3 PM 2:25

RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of *Tennessee Code Annotated* §48-20-106 Corporation, a Tennessee corporation (the "Corporation") adopts the following Articles of Amendment to its Charter:

- 1. The name of the Corporation is Landair Acquisition Corporation.
- 2. The Charter is amended as follows:

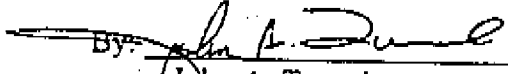
The name of the Corporation is changed to:
Landair Holdings, Inc.

3. This amendment to the Charter of the Corporation was duly adopted by the unanimous written consent of the Directors and Shareholders of the Corporation March 3, 2003.

4. These Articles of Amendment shall be effective when filed with the Tennessee Secretary of State.

Dated: March 3, 2003.

LANDAIR ACQUISITION CORPORATION

By: 
John A. Tweed
President