

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (The "Plan") is entered into this 20th day of December, 1974, by and between MACK TRUCKS, INC., a Pennsylvania corporation, the Surviving Corporation (hereinafter called "New Mack"), and MACK TRUCKS, INC., a Delaware corporation, the Merging Corporation (hereinafter called "Old Mack").

NOW, THEREFORE, the corporations, parties to this Plan in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Upon the effective date of the merger hereinafter stated, New Mack hereby merges into itself Old Mack, and said Old Mack shall be and hereby is merged into New Mack, which shall be the surviving corporation.

SECOND: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares of the surviving corporation shall be as follows:

(a) Each share of common stock of New Mack, which shall be issued and outstanding on the effective date of the merger, shall remain issued and outstanding.

(b) Each share of common stock of Old Mack, which shall be issued and outstanding on the effective date of the merger, shall be canceled and no shares of New Mack are to be issued or exchanged therefor.

THIRD: The terms and conditions of the merger are as follows:

(a) The identity, existence, purposes, franchises, powers, rights and immunities of New Mack shall continue unaffected and unimpaired by the merger; and upon the effective date of the merger

the identity, existence, purposes, franchises, powers, rights and immunities of Old Mack shall be merged into New Mack and New Mack shall be fully vested therewith.

(b) The bylaws of New Mack as they shall exist on the effective date of this Plan shall continue in full force and effect until altered, amended or repealed as therein provided.

(c) The directors and officers of New Mack shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(d) This merger shall become effective at 11:59 P. M., EST, December 31, 1974.

(e) Upon the merger becoming effective, all of the rights, privileges, powers and franchises, as well of a public as of a private nature of Old Mack, subject to all the restrictions, disabilities and duties of Old Mack, and all and singular the rights, privileges, powers and franchises of Old Mack, and all property, real, personal and mixed, and all debts due to Old Mack on whatever account, and all other things in action belonging to Old Mack, shall be transferred to, vested in, and devolve upon New Mack without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest of Old Mack shall be thereafter as effectually the property of New Mack as they were of Old Mack; provided that all rights of creditors and all liens upon the property of Old Mack shall be preserved, unimpaired, limited in lien to the property affected by such liens at the effective date of the merger, and all debts, liabilities and duties of Old Mack shall thenceforth attach to New Mack and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by New Mack, including, without limitation, the obligation to make due and punctual payment of the principal of (and premium, if any) and interest on all of the outstanding Debentures of Old Mack, according to their tenor, and for the due and punctual performance and observance of all the terms, covenants and conditions of the Indentures relating to such Debentures. Old Mack hereby agrees from time to time, as and when requested by New Mack or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as New Mack may deem necessary or desirable in order to vest in and confirm to New Mack title to and possession of any property of Old Mack acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purpose hereof and the proper officers and directors of Old Mack and the proper officers and directors of New Mack are fully authorized in the name of Old Mack or otherwise to take any and all such action.

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" o o o liabilities & duties of Old Mack shall thenceforth attach to New Mack ...

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this Plan may be terminated and abandoned by action of the board of directors of Old Mack or of New Mack at any time prior to the effective date of the merger.

FIFTH: To carry out this Plan, the Chairman and President, the Vice Chairman, any Vice President, and the Secretary or any Assistant Secretary of Old Mack and New Mack, respectively, shall be vested with full authority to do and perform each and every act or thing necessary or proper to be done or performed in order to give effect to and to consummate this Plan.

Certificate of Ownership of the "MACK TRUCKS, INC.",
a corporation organized and existing under the laws of the Commonwealth of Pennsylvania,
~~State of~~
merging
"MACK TRUCKS, INC.",
a corporation organized and existing under the laws of the State of Delaware,
pursuant to Section 253 of the General Corporation Law of the State of Delaware,
as received and filed in this office the twenty-third day of December,
A.D. 1974, at 10 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall
be governed by the laws of the ~~State of~~ Commonwealth of Pennsylvania.