

ADDENDUM TO PROPERTY BROKER'S TRUST FUND AGREEMENT

Whereas, FirstMerit Bank N.A., as Trustee, and Panther II Transportation, Inc., as Trustor, have entered into a Trust Agreement under 49 U.S.C. 10927; and

Whereas, the Trustee and Trustor wish to further agree with respect to that Trust Fund Agreement as follows:

The following paragraph shall fully amend and restate in its entirety Item 6 Broker's Trust Fund Agreement:

1. The Trustee shall make payments from the Broker's Trust Fund only upon the direction, in writing, from the Trustor, or its legally authorized agents, for the payment of legally liable claims for the Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy of Trustor.
2. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Trustor any payments to maintain the sum of Ten Thousand Dollars (\$10,000) in this Trust Fund.
3. The Trustee may, by written instrument delivered to Trustor, resign.
4. Trustor shall pay to Trustee such compensation in accordance with the schedule of charges in effect for such account at the time such Trustee services are rendered.
5. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Trustor or the Interstate Commerce Commission issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Trustor, from and against any personal liability to which the Trustee may be subjected by reason or any act or

conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Trustor fails to provide such defense.

6. Without in any way limiting the powers and discretion conferred upon the Trustee by other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) to sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) to register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited herein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the fund;

(d) to deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government;

(e) to compensate or otherwise adjust all claims in favor of or against the Fund; and

(f) to employ, at the expense of the Trustor, such agents as necessary to carry out all duties of Trustee in the management of this Fund.

This Agreement shall be administered, construed, and enforced according to the laws of the state of Ohio or the Interstate Commerce Commission.

In Witness Whereof, the said Trustor and Trustee have executed this instrument on the 2 day of June 1999.

TRUSTOR

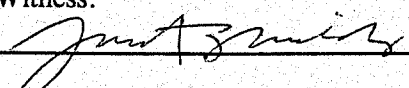
Name: Panther II Transportation, Inc.

Address: 45 Public Square
Medina, Ohio 44256

Telephone: 330-725-6620

By 

Its EXECUTIVE VICE PRESIDENT.

Witness: 

TRUSTEE

Name: FirstMerit Bank N.A.

Address: P. O. Box 725
Medina, OH 44258

Telephone: 330-764-7266

By 

Its V.P. & T.O.

Witness: 

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE _____ DAY OF _____, 19____, IS HEREBY CANCELLED AS SECURITY IN COMPLIANCE WITH THE ICC SECURITY REQUIREMENTS UNDER 49 U.S.C. 10927(B) AND 49 C.F.R. 1043.4, EFFECTIVE AS OF THE _____ DAY OF _____, 19____, 10:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE COMMISSION.

_____ DATE SIGNED

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF TRUSTEE OR TRUSTOR