UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 11, 2010

YRC Worldwide Inc.
(Exact name of registrant as specified in its charter)

Delaware	**0-12255**	**48-0948788**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

10990 Roe Avenue, Overland Park, Kansas	**66211**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code (913) 696-6100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Note Purchase Agreement

On February 11, 2010, YRC Worldwide Inc. (the "Company") entered into a Note Purchase Agreement ("Note Purchase Agreement") with certain investors named therein (the "Investors") pursuant to which such Investors agreed, subject to the terms and conditions set forth therein, to purchase from the Company $70.0 million in aggregate principal amount of the Company's 6% Senior Convertible Notes due 2014 (the "Notes"). The purchase and sale of the Notes is structured to occur in two closings upon the satisfaction of the conditions applicable to each closing. The Note Purchase Agreement provides that at least one business day prior to the first closing, the Investors will deposit an aggregate of $70.0 million in cash into an escrow account. The Note Purchase Agreement provides that $49.8 million of the Notes will be sold to the Investors in the first closing and $20.2 million of Notes will be sold to the Investors in the second closing. The Notes will be sold in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), and in connection therewith each Investor has represented to the Company, among other things, that it is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act. The terms of the Notes are summarized below, and will be governed by an Indenture to be entered into by the Company certain of its domestic subsidiaries as guarantors and US Bank, National Association, as trustee (the "Indenture"). In connection with the Note Purchase Agreement, the Company also entered into a Registration Rights Agreement with the Investors (the "Registration Rights Agreement"), pursuant to which the Company has agreed to file a shelf registration statement on Form S-3 within one business day following the execution of the Note Purchase Agreement in order to register the resale of the Notes and the shares of the Company's common stock issuable on account of such Notes by the Investors under the Securities Act. Additional details regarding the terms and conditions of the Note Purchase Agreement, the Registration Rights Agreement and the Notes are set forth below.

General Note Purchase Agreement Terms

The purchase of the Notes will close no later than the second business day following satisfaction or waiver of all of the closing conditions set forth in the Note Purchase Agreement relating to such closing. The purchase price of the Notes will be $1,000 for each $1,000 principal amount of the Notes. The Company will use the proceeds from the first closing of the sale of the Notes pursuant to the Note Purchase Agreement to (i) repay amounts outstanding under the 8 1/2 % Notes due April 15, 2010 issued by US Freightways Corporation (now known as YRC Regional Transportation Inc.), a subsidiary of the Company (the "8 1/2% Notes"), and (ii) pay certain fees and expenses incurred by it in connection with the transactions contemplated by the Note Purchase Agreement. The Company will use the proceeds from the second closing of the sale of the Notes to repurchase any of its 5.0% Net Share Settled Contingent Convertible Senior Notes due 2023 (the "5% Notes") that it is required to repurchase pursuant to a "put right" contained in the indenture governing the 5% Notes or for general corporate purposes to the extent that the Company prevails in court or through settlement in amending the indenture governing the 5% Notes to eliminate the right of the holders of the 5% Notes to require the Company to repurchase their notes. The Company will also pay any additional fees and expenses incurred by it in connection with the transactions contemplated by the Note Purchase Agreement. Pursuant to the Note Purchase Agreement, the Company is required to reimburse the investors for reasonable fees and expenses incurred by them in connection with the sale of the Notes up to a maximum amount of $300,000.

The Company has agreed not to implement the reverse stock split to be approved at the Special Meeting (as defined below) prior to 60 days following the first closing of the sale of the Notes.

First and Second Closing and Conditions

Each of the closings will take place on the second business day following the satisfaction of certain customary conditions relating to that closing. With respect to the first closing, the conditions include: (i) that the Company's proposals relating to the increase in its authorized number of shares of common stock to be acted upon by the Company's shareholders at its special meeting on February 17, 2010 (the "Special Meeting") be approved; (ii) the Company is in compliance with its senior credit facilities; and (iii) the Company has at least 1,014,000,000 issued and outstanding shares of common stock. With respect to the second closing, the conditions include: (i) the Company is in compliance with the terms of its senior credit facilities and (ii) either (i) a supplemental indenture

relating to the 5% Notes, which eliminates the rights of the holders of the 5% Notes to require the Company to repurchase those notes shall have been executed, or (ii) such supplemental indenture described in clause (i) shall not have been executed by July 30, 2010. The closing of the issuance of the Notes is also subject to satisfaction or waiver of other customary conditions for a financing of this type, including compliance with covenants and the accuracy of representations and warranties provided in the Note Purchase Agreement, including that no material adverse effect shall have occurred with respect to the Company prior to the closing of the issuance of the Notes.

Termination

The Note Purchase Agreement may be terminated at any time prior to closing in certain circumstances, including:

- by the Investors if the first closing has not occurred prior to March 10, 2010 or if the second closing has not occurred prior to August 15, 2010;
- by the Investors if they have determined in their reasonable discretion that one or more events has occurred or is not expected to occur prior to the time required that would prevent or preclude a condition to closing to be satisfied prior to August 15, 2010, and the Company has not cured such event or demonstrated that the closing can be completed;
- by the Investors upon the occurrence of certain bankruptcy events, as defined in the Note Purchase Agreement.

Indemnification

Pursuant to the Note Purchase Agreement, the Company has agreed to indemnify the Investors against certain losses, including those relating to breaches by it of representations or warranties or covenants in the Note Purchase Agreement or otherwise in connection with the execution of the Note Purchase Agreement or the status of the investors as investors in the Company.

Terms of the Notes

The Note Purchase Agreement provides that the Notes will be issued pursuant to the Indenture, a form of which is attached to the Note Purchase Agreement. Set forth below is a summary of the material terms of the Notes.

The Notes bear interest at a rate of 6.0% per annum. Interest on the Notes will be payable semi-annually commencing on or prior to the six month anniversary of the first closing. Interest on the Notes will be paid in cash; provided that the Company is permitted to pay interest on the Notes through the issuance of additional shares of its common stock if (i) the Company is not permitted to pay such interest pursuant to the terms of any of its existing senior financing facilities or (ii) the Company and its subsidiaries, collectively, determine in their reasonable judgment that they lack sufficient funds to necessary to pay such interest. The Company is prohibited by the terms of the Credit Agreement Amendment (as defined below) from paying cash interest on the Notes during the period the lenders are deferring interest and fee payments.

The Notes will mature on the fourth anniversary of the first closing. The Company may not redeem the Notes prior to the stated maturity. Holders may require the Company to repurchase all or a portion of their Notes upon a fundamental change, such as a change in control or sale of all or substantially all of the Company's assets, as further defined in the Indenture, at 100% of the principal amount of the Notes, plus accrued and unpaid interest, and liquidated damages, if any, to the date of repurchase, payable in cash.

The Notes are convertible, at the noteholder's option, prior to the maturity date into shares of the Company's common stock. The Notes are initially convertible at a conversion price of $0.43 per share, which is equal to a conversion rate of approximately 2,326 shares per $1,000 principal amount of Notes, subject to adjustment. Noteholders also receive a make whole premium. The Notes provided for conversion caps within the second anniversary of the first closing such that a holder and its affiliates would not hold greater than 4.9% of the then outstanding common stock after such conversion, unless timely waived by the holder. The Notes also provide a conversion cap through stated maturity such that holders will not own greater than 9.9% of the voting power of Company's stock.

Beginning on the second anniversary of the first closing, the Company may convert the Notes pursuant to a mandatory conversion into shares of its common stock if the sale price of the Company's common stock meets certain thresholds.

Noteholders who convert their Notes at their option or whose Notes are converted in a mandatory conversion at the Company's option will also receive a make whole premium paid in shares of the Company's common stock. The make whole premium will be payable in additional shares of common stock and will be calculated based on the remaining interest payments on the Notes that would have been received through the original scheduled maturity date of the Notes.

The Notes will be the Company's senior unsecured obligations and rank equally with all of its other senior unsecured indebtedness and senior to any of its subordinated indebtedness outstanding or incurred in the future. The Notes will be guaranteed by certain of the Company's current domestic operating subsidiaries and any additional domestic subsidiaries that are required to become a guarantor under the terms of the Indenture. The Notes will be effectively subordinated to any of the Company's or its guarantor subsidiaries' secured debt, including its senior secured bank financing and any indebtedness of any of its non-guarantor subsidiaries.

The Indenture provides that the maximum number of shares of the Company's common stock that can be issued in respect of the Notes upon conversion or with respect to the payment of interest or in connection with the make whole premium or otherwise shall be limited to one share less than 20% of the Company's outstanding common stock as of the original issuance date of the Notes. If the limit is reached, no holder is entitled to any other consideration. This limitation terminates if the holders of the Company's common stock approve the termination of such limitation. The Company is required to disclose in its Quarterly Reports on Form 10-Q and its Annual Report on Form 10-K that are filed with the SEC the outstanding aggregate principal amount of the Notes and the maximum number of shares of common stock which may be issued in connection therewith after taking into account any conversions of Notes and the payment of interest and make whole premium as of the end of the fiscal period to which such report relates and, to the extent available, as of a more recent date for which such information is available at the time such report is filed with the SEC.

Registration Rights Agreement

The Company and its guarantor subsidiaries entered into the Registration Rights Agreement with the Investors for the benefit of the holders of the Notes and the shares of the Company's common stock issuable on conversion of the Notes or otherwise on account of the Notes. The Company intends to file a shelf registration statement on Form S-3 today to satisfy its obligations under this agreement. Under the Registration Rights Agreement, the Company will, at its cost, use its commercially reasonable efforts to keep the shelf registration statement effective after its effective date until the earlier of:

- the sale under the shelf registration statement of all of the Notes and any shares of the Company's common stock issued on their conversion or otherwise under the terms of the Notes; and
- the date the Notes and any shares of the Company's common stock issued on their conversion or otherwise under the terms of the Notes may be sold without restriction under Rule 144 of the Securities Act.

If (i) the shelf registration statement is not declared effective on or prior to the earlier of (1) April 30, 2010, (2) the 2nd business day after the Company receives notice that the shelf registration statement will not be reviewed by the SEC or (3) if the shelf registration statement is reviewed by the SEC, the 5th business day following the date the Company is notified that it will receive no further review or comments; *provided* that, with respect to clauses (2) and (3), if the effectiveness deadline falls on a date on which the shelf registration statement is not eligible to be declared effective under applicable rules and regulations of the SEC, the effectiveness deadline will be extended to the first business day on which such shelf registration statement is so eligible to be declared effective by the SEC, but in no event will the effectiveness deadline be after April 30, 2010, or (ii) after the shelf registration statement has been declared effective, the Company fails to keep the shelf registration statement effective or usable for more than an aggregate of 30 trading days (which need not be consecutive) or (iii) if the Company fails to make required filings with the SEC to permit affiliates to sell without restriction under Rule 144 in accordance with and during the periods specified in the Registration Rights Agreement, then, in each case, the

Company is required to pay liquidated damages to all holders of Notes and all holders of its common stock issued on conversion of the Notes or otherwise under the terms of the Notes equal to 1.5% of the aggregate purchase price paid by such holder pursuant to Note Purchase Agreement. So long as the failure to file or become effective or such unavailability continues, the Company will pay such liquidated damages each month until the expiration of the effectiveness period (however such expiration will not apply to failure to make the required filings with the SEC described above).

Credit Agreement Amendment

On February 10, 2010, to be effective February 11, 2010, the Company entered into Amendment No. 15 to Credit Agreement and a consent letter (collectively, the "Credit Agreement Amendment"). The Credit Agreement Amendment amends the Credit Agreement, dated as of August 17, 2007 (as amended, supplemented or otherwise modified, the "Credit Agreement"), among the Company, the borrowers party thereto and the lenders and agents party thereto.

Notes

The Credit Agreement Amendment amends the indebtedness and burdensome agreements covenants to permit the Company to issue the Notes in an original principal amount of $70 million. The Credit Agreement Amendment requires that the proceeds from the first closing are used to retire the outstanding 8 1/2% Notes and pay certain fees. The proceeds from the second closing must either (i) retire the 5% Notes or (ii) be delivered to the Company if the Company prevails in court or through settlement in amending the indenture governing the 5% Notes to eliminate the right of the holders of the 5% Notes to require the Company to repurchase their notes to the Company prior to February 18, 2013.

If the Company receives all or any portion of the net cash proceeds from the second closing, the Credit Agreement Amendment requires that such proceeds are directed into a new deposit account of the Company that is subject to springing cash dominion of the Collateral Agent (the "New Account"). The Company will be able to use the funds in the New Account for general working capital purposes. While any funds are in the New Account, they will not count toward the calculation of Liquidity (as defined in the Credit Agreement) for the mandatory prepayment that is triggered if Liquidity exceeds $250 million, the calculation of Unrestricted Cash (as defined in the Credit Agreement) for the mandatory prepayment that is triggered if Unrestricted Cash exceeds $125 million (or $100 million if any permitted interim loans are outstanding) or the calculation of Excess Cash Flow (as defined in the Credit Agreement). The funds in the New Account will count as Available Cash (as defined in the Credit Agreement) for determining compliance with the minimum Available Cash covenant. The Company will not be able to request loans under the Credit Agreement unless the balance in the New Account is zero. Other than the net cash proceeds from the issuance of the Notes on the second closing, if any, no funds may be deposited into the New Account, before or after the second closing.

The Credit Agreement Amendment adds new negative covenants that prohibit the Company from (i) making any payment in cash in respect of the Notes while the Lenders under the Credit Agreement continue to defer interest, participation fees in respect of letters of credit and/or commitment fees under the Credit Agreement and (ii) modifying the form of the documentation relating to the Notes in a manner that would be adverse to the lenders during the period commencing on the effective date of the Credit Agreement Amendment and ending on the second closing. The Credit Agreement Amendment also amends the negative covenant restricting amendments to material documents to clarify that the addition (or requirement to add) any guarantor under the Notes beyond those guarantors on the effective date of the Credit Agreement Amendment would be materially adverse to the lenders.

Maturity Date

Under the Credit Agreement Amendment, the required lenders (and their successors and assigns) agree that, for the period beginning on March 1, 2010 through and including March 31, 2010, they will not deliver a written notice contemplated by the definition of "Maturity Date" (as defined in the Credit Agreement) to accelerate the Maturity Date solely due to the Cash Settlement Amount (as defined in the Credit Agreement) of the aggregate outstanding principal amount of the 8 1/ 2% Notes being equal to or greater than $15,000,000 during such period, and, so long as such Cash Settlement Amount is $0 on and after March 31, 2010, the required lenders (and their successors and assigns) agree not to deliver such a notice during the term of the Credit Agreement.

Consolidated EBITDA

The Credit Agreement Amendment amends the definition of "Consolidated EBITDA" (as defined in the Credit Agreement) by changing the cap on professional fees add backs (i) from $3 million to $9 million for the fiscal quarter ending June 30, 2010, (ii) from $6 million to $11 million for the two fiscal quarter period ending September 30, 2010, (iii) from $9 million to $11 million for the three fiscal quarter ending December 31, 2010, (iv) from $9 million to $11 million for the fiscal four quarter period ending March 31, 2011 and (v) from $6 million to $2 million for the four fiscal quarter period ending June 30, 2011. The Credit Agreement Amendment also amends the definition of "Consolidated EBITDA" by deleting any add back for professional fees for the four fiscal quarter period ending September 30, 2011.

Other Amendments

The Credit Agreement Amendment also amends the following other terms of the Credit Agreement:

- the material indebtedness threshold with respect to the cross default, amendment to material documents negative covenant and representation regarding defaults under material indebtedness is now $10 million.
- the threshold for judgment defaults is now $10 million.
- the calculation of Liquidity (as defined in the Credit Agreement) was modified so that, upon any prepayment required by virtue of Liquidity on a five-day average basis exceeding $250 million, Liquidity at the beginning of such five-day period would be deemed reduced by the amount of such prepayment. This modification was necessary to avoid the Company having to make a mandatory prepayment in an amount greater than the amount by which Liquidity exceeded $250 million.
- the restriction on voluntary prepayments of indebtedness includes a new carveout that permits the repayment in cash of accrued but unpaid interest under the 5% Notes in an aggregate amount not to exceed $510,000 in connection with the repayment of all or any portion of the principal in respect of the 5% Notes.
- certain owned real property locations that the Company was permitted to enter into sale and leaseback transactions with were replaced with certain other locations.

Contribution Deferral Agreement Amendment

On February 10, 2010, to be effective February 11, 2010, YRC Inc., USF Holland Inc., USF Reddaway Inc. and New Penn Motor Express, Inc., all subsidiaries of the Company (the "Primary Obligors") and certain other subsidiaries of the Company, as guarantors, entered into Amendment 3 to Contribution Deferral Agreement (the "Contribution Deferral Agreement Amendment"), with the Central States, Southeast and Southwest Areas Pension Fund, certain other pension funds party thereto and Wilmington Trust Company, as agent. The Contribution Deferral Agreement Amendment amends the Contribution Deferral Agreement dated as of June 17, 2009 (as amended, supplemented or otherwise modified, the "Contribution Deferral Agreement"). Under the Contribution Deferral Agreement Amendment, the calculation of Liquidity (as defined in the Contribution Deferral Agreement), which is used to determine whether a mandatory prepayment is required, was amended to make changes conforming to the changes in the Credit Agreement Amendment, except that the Liquidity calculation under the Contribution Deferral Agreement excludes from Liquidity any commitment reduction or prepayment required under the Credit Agreement.

Item 8.01 Other Events.

On February 11, 2010, the Company issued a news release announcing that is has entered into the Note Purchase Agreement. A copy of the news release announcing the Note Purchase Agreement is attached as Exhibit 99.5 to this Form 8-K and is incorporated into this Item 8.01 by reference.

The Company acknowledges the sacrifice of its employees, including the commitment of those employees represented by the International Brotherhood of Teamsters to assist the Company with its comprehensive plan. The Company acknowledges the following statement of the International Brotherhood of Teamsters made today: “The Union is committed to working with the Company on further operational improvements, which will ultimately lead to a stronger Company, growth and additional jobs. I ask that all YRCW Teamsters at the local and national level support these efforts.” The Company looks forward to working with its Teamster employees to further operational improvements.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
4.1	Form of Indenture, between the Company, as issuer, the Guarantors and US Bank, National Association, a national banking association, as trustee, relating to the Company’s 6% Convertible Senior Notes due 2014.
4.2	Registration Rights Agreement, dated as of February 11, 2010, by and among Company, the Investors and the Guarantors.
99.1	Note Purchase Agreement, dated February 11, 2010, by and among the Company, the investors listed on the Schedule of Buyers attached as Annex I thereto (the “Investors”) and the subsidiaries of the Company listed on the Schedule of Guarantors attached as Annex II thereto (the “Guarantors”).
99.2	Form of Escrow Agreement, by and among the Company, the Investors and U.S. Bank National Association, as escrow agent.
99.3	Amendment No. 15, dated as of February 10, 2010, by and among the Company, the Canadian Borrower and the UK Borrower, the financial institutions listed on the signature pages thereto and the JPMorgan Chase Bank, National Association, as Administrative Agent.
99.4	Amendment 3 to Contribution Deferral Agreement, dated as of February 10, 2010, among YRC Inc., USF Holland Inc., USF Reddaway Inc. and New Penn Motor Express, Inc., as primary obligors, certain other subsidiaries of the Company, as guarantors, Central States, Southeast and Southwest Areas Pension Fund, certain other pension funds party thereto and Wilmington Trust Company, as agent,
99.5	News release dated February 11, 2010.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

YRC WORLDWIDE INC.

Date: February 11, 2010

By: /S/ DANIEL J. CHURAY

Daniel J. Churay
Executive Vice President, General Counsel and Secretary

EXHIBIT INDEX

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99.5	News release dated February 11, 2010.

Exhibit 4.1

YRC WORLDWIDE INC.

6% Convertible Senior Notes due 2014

INDENTURE

Dated as of [February], 2010

among

YRC WORLDWIDE INC.,
as ISSUER,

THE SUBSIDIARIES PARTY HERETO,
as GUARANTORS,

and

[US BANK NATIONAL ASSOCIATION],
as TRUSTEE

TRUST INDENTURE ACT OF 1939 (“TIA”)

CROSS-REFERENCE TABLE

TIA Section		Indenture Section
310	(a)(1)	7.10
	(a)(2)	7.10
	(a)(3)	N.A.
	(a)(4)	N.A.
	(a)(5)	N.A.
	(b)	7.08, 7.10
	(c)	N.A.
311	(a)	7.11
	(b)	7.11
	(c)	N.A.
312	(a)	2.05
	(a)	12.03
	(b)	12.03
313	(a)	7.06
	(b)(1)	7.06
	(b)(2)	7.06
	(c)	7.06
	(d)	7.06
314	(a)	4.02, 4.03
	(b)	N.A.
	(c)(1)	12.04
	(c)(2)	12.04
	(c)(3)	N.A.
	(d)	N.A.
	(e)	12.05
	(f)	N.A.
315	(a)	7.01(b)
	(b)	7.05
	(c)	7.01
	(d)	7.01(c)
	(e)	6.11
316	(a)(1)(A)	6.05
	(a)(1)(B)	6.04
	(a)(2)	N.A.
	(b)	6.07
	(c)	1.05(e)
317	(a)(1)	6.08
	(a)(2)	6.09
	(b)	2.04
318	(a)	N.A.

N.A. means not applicable.
Note: This Cross-Reference Table shall not, for any purpose, be deemed to be a part of the Indenture.

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INDENTURE dated as of [February], 2010 between YRC WORLDWIDE INC., a Delaware corporation, as issuer (the "Company"), certain of the Company's subsidiaries signatory hereto, as guarantors (each a "Guarantor," and collectively, the "Guarantors"), and [US Bank National Association], a [ ] (the "Trustee").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Company's 6% Convertible Senior Notes Due 2014 ("Notes"):

ARTICLE I
DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. Definitions.

"Adjusted Net Assets" of a Guarantor at any date means the amount by which the fair value of the assets and other property of such Guarantor exceeds the total amount of liabilities, including, without limitation, contingent liabilities (after giving effect to all other fixed and contingent liabilities incurred or assumed on such date), but excluding liabilities under its Guarantee, of such Guarantor at such date.

"Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For the purposes of this definition, "Control" when used with respect to any specified person means the power to direct or cause the direction of the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Security or beneficial interest therein, the rules and procedures of the Depositary for such Security, in each case to the extent applicable to such transaction and as in effect from time to time.

"Attributable Indebtedness" means, as of any date of determination thereof, the net present value (discounted according to GAAP at the cost of debt implied in the lease) of the obligations of the lessee for rental payments during the then remaining term of any applicable lease in connection with a Sale and Leaseback Transaction.

"Board of Directors" means either the board of directors of the Company or any duly authorized committee of such board.

"Board Resolution" means a copy of one or more resolutions, certified by an Officer of the Company to have been duly adopted or consented to by the applicable Board of Directors and to be in full force and effect, and delivered to the Trustee.

"Business Day" means, with respect to any Security, a day that in the City of New York is not a day on which banking institutions are authorized by law or regulation to close.

"Buyers" shall mean the "Buyers" party to that certain Note Purchase Agreement, dated as of February 11, 2010, among the Buyers, the Company and the Guarantors party thereto.

"Capital Stock" for any corporation means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that corporation.

"Capitalized Lease Obligations" means, as to any Person, the obligations of such Person under a lease that are required to be classified and accounted for as capital lease obligations under generally accepted accounting principles GAAP and, for purposes of this definition, the amount of such obligations at any date shall be the capitalized amount of such obligations at such date, determined in accordance with GAAP.

"Certificated Securities" means Securities that are in the form of the Securities attached hereto as Exhibit A-2.

"Commodity Agreements" means any commodity price/index swap, futures or option contract or similar agreement or arrangement designed to protect or manage fluctuations in commodity prices.

"Common Stock" shall mean shares of the Company's Common Stock, $0.01 par value per share (as of the date of this Indenture), as they exist on the date of this Indenture or any other shares of Capital Stock of the Company into which the Common Stock shall be reclassified or changed.

"Company" means the party named as the "Company" in the first paragraph of this Indenture until a successor replaces it pursuant to the applicable provisions of this Indenture and, thereafter, shall mean such successor. The foregoing sentence shall likewise apply to any subsequent such successor or successors.

"Company Order" means a written request or order signed in the name of the Company by any two Officers and delivered to the Trustee.

"Conversion Price" means, in respect of each Security, as of any date, $1,000 divided by the Conversion Rate as of such date.

"Corporate Trust Office" means the office of the Trustee at which at any time the trust created by this Indenture shall be administered, which office at the date hereof is located at shall be at the address of the Trustee specified in Section 12.02 hereof, or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as a successor Trustee may designate from time to time by notice to the Holders and the Company).

"Currency Agreement" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect the Company or any of its Significant Subsidiaries against fluctuations in currency values.

"Default" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"Disqualified Capital Stock" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is mandatorily exchangeable for Indebtedness, or is redeemable, or exchangeable for Indebtedness, at the sole option of the holder thereof on or prior to the Stated Maturity of the Securities.

"Domestic Subsidiary" means a Subsidiary incorporated or otherwise organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory or possession of the United States.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

"Fair Market Value" means the amount which a willing buyer would pay a willing seller in an arm's length transaction.

"Financing Facilities" means, collectively, (i) that certain Credit Agreement, dated as of August 17, 2007, as amended, among the Company, certain of its subsidiaries, JPMorgan Chase Bank, National Association, as agent, and the other lenders party thereto, and (ii) that certain Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008, as amended, among the Company, as performance guarantor, Yellow Roadway Receivables Funding Corporation, as seller, Falcon Asset Securitization Company LLC, Three Pillars Funding LLC and Amsterdam Funding Corporation, as conduits, the financial institutions party thereto, as committed purchasers, Wachovia Bank, National Association, as agent and letter of credit issuer, SunTrust Robinson Humphrey, Inc., as agent, The Royal Bank of Scotland plc (successor to ABN AMRO Bank N.V.), as agent, and JPMorgan Chase Bank, N.A., as agent, in each case, together with the related documents thereto (including, without limitation, any guarantee agreements and security documents), in each case as such agreements may be amended (including any amendment and restatement thereof), supplemented or otherwise modified from time to time, including any agreement extending the maturity of, refinancing, replacing or otherwise restructuring (including increasing the amount of available borrowings thereunder or adding any Subsidiaries of the Company as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness under any such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, in each case, as in effect in the United States of America on the date of this Indenture.

"Global Securities" means Securities that are in the form of the Securities attached hereto as Exhibit A-1.

"Guarantee" means an unconditional guaranty of the Notes given by any Subsidiary pursuant to the provisions of Article XI of this Indenture.

"Guarantor" means each of (i) Globe.com Lines, Inc., a Delaware corporation, YRC Inc., a Delaware corporation, YRC Logistics, Inc., a Delaware corporation, YRC Logistics Global, LLC, a Delaware limited liability company, Roadway LLC, a Delaware limited liability company, Roadway Next Day Corporation, a Pennsylvania corporation, YRC Enterprise Services, Inc., a Delaware corporation, YRC Regional Transportation, Inc., a Delaware corporation, USF Sales Corporation, a Delaware corporation, USF Holland Inc., a Michigan corporation, USF Reddaway Inc., an Oregon corporation, USF Glen Moore Inc., a Pennsylvania corporation, YRC Logistics Services, Inc. an Illinois corporation, and IMUA Handling Corporation, a Hawaii corporation, (ii) each Subsidiary that executes and delivers a Guarantee pursuant to Section 11.08 hereof and (iii) each Subsidiary that otherwise executes and delivers a Guarantee, in each case, until such time as such Subsidiary is released from its Guarantee in accordance with the provisions of this Indenture.

"Holder" or "Securityholder" means a person in whose name a Security is registered on the Registrar's books.

"Indebtedness" means, with respect to any Person, without duplication, (i) all Obligations of such Person for borrowed money, (ii) all Obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all Capitalized Lease Obligations of such Person, (iv) all Obligations of such Person issued or assumed as the deferred purchase price of property or services (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business that are not overdue by 90 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted), (v) all Obligations for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction, (vi) guarantees and other contingent obligations in respect of Indebtedness of any other Person referred to in clauses (i) through (v) above and clause (viii) below, (vii) all Obligations of any other Person of the type referred to in clauses (i) through (vi) which are secured by any Lien on any property or asset of such Person, (viii) all Obligations under Currency Agreements and Interest Swap Obligations of such Person and (ix) all Disqualified Capital Stock issued by such Person. Notwithstanding the foregoing, Indebtedness shall not include (x) any pension contributions or health and welfare contributions due from such Person and/or its applicable Subsidiaries to any pension fund entity or health and welfare fund or (y) the accumulation (but not the payment of) cash dividends on Disqualified Capital Stock, the accretion or amortization of original issue discount *provided* that no payments in cash are made in respect thereof), or (z) payment of dividends on Disqualified Capital Stock in the form of shares of Capital Stock of the Company *provided* that such shares of Capital Stock do not constitute Disqualified Capital Stock.

"Indenture" means this Indenture, as amended or supplemented from time to time in accordance with the terms hereof, including the provisions of the TIA that are deemed to be a part hereof.

"Interest Swap Obligations" means the obligations of any Person pursuant to any arrangement with any other Person, whereby, directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such other Person calculated by applying a fixed or a floating rate of interest on the same notional amount and shall include, without limitation, interest rate swaps, caps, floors, collars and similar agreements.

"Issue Date" of any Security means the date on which the Security was originally issued or deemed issued as set forth on the face of the Security.

"Last Reported Sale Price" means, on any date, the closing sale price per share of the Common Stock (or, if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on such date as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is traded. If the Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the "Last Reported Sale Price" shall mean the last quoted bid price for the Common Stock on the OTC Bulletin Board, or if not so reported, by Pink Sheets LLC or a successor organization. If the Common Stock is not so quoted, the "Last Reported Sale Price" shall mean the average of the mid-point of the last bid and ask prices for the Common Stock on such date from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose.

"Lien" means any lien, mortgage, pledge, security interest, charge, hypothecation or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"Liquidated Damages" has the meaning set forth in the Registration Rights Agreement.

"Mandatory Conversion" shall have the meaning set forth in paragraph 5 of the Securities.

"Mandatory Conversion Date" shall have the meaning set forth in paragraph 5 of the Securities.

"Obligations" means, with respect to any indebtedness, any obligation thereunder, including, without limitation, principal, premium and interest (including post-petition interest thereon), penalties, fees, cost, expenses, indemnifications, reimbursements, damages and other liabilities.

"Officer" means the Chairman, Vice Chairman, Chief Executive Officer, the President, any Executive Vice President, the Chief Financial Officer, the Treasurer or the Secretary of the Company.

"Officers' Certificate" means a written certificate containing the information specified in Sections 12.04 and 12.05, signed in the name of the Company by any two Officers, and delivered to the Trustee.

"Opinion of Counsel" means a written opinion containing the information specified in Section 12.04 and 12.05, from legal counsel who is acceptable to the Trustee in its reasonable discretion. The counsel may be an employee of, or counsel to, the Company or the Trustee.

"Permitted Indebtedness" means, without duplication, each of the following:

(i) Indebtedness (a) under the Securities, this Indenture and the Guarantees not to exceed $70,000,000 in aggregate principal amount or (b) that is unsecured and ranks *pari passu* with the Indebtedness set forth in clause (a) in an aggregate principal amount at any time outstanding not in excess of the Principal Amount of the Securities that have been converted into shares of Common Stock in accordance with the terms of this Indenture and the Securities;

(ii) Indebtedness incurred pursuant to any Financing Facility;

(iii) (a) other Indebtedness of the Company and its Significant Subsidiaries outstanding on the date of this Indenture reduced by the amount of any scheduled amortization payments or mandatory prepayments when actually paid or permanent reductions thereon, and (b) any commitments for revolving working capital facilities in foreign jurisdictions outstanding as of the date of this Indenture and any outstanding Indebtedness in respect thereof, *provided* that the borrowing under such facilities are used solely for working capital purposes;

(iv) Interest Swap Obligations of the Company covering Indebtedness of the Company or any of its Significant Subsidiaries entered into in the ordinary course of business and not for speculative purposes;

(v) Indebtedness under Currency Agreements entered into in the ordinary course of business and not for speculative purposes;

(vi) Indebtedness of a Significant Subsidiary to the Company or to another Subsidiary for so long as such Indebtedness is held by the Company or another Subsidiary; *provided* that if as of any date any Person other than the Company or a Subsidiary owns or holds any such Indebtedness, such date shall be deemed the incurrence of Indebtedness not constituting Permitted Indebtedness by the issuer of such Indebtedness;

(vii) Indebtedness of the Company to a Significant Subsidiary for so long as such Indebtedness is held by a Subsidiary; *provided* that (a) any Indebtedness of the Company to any Subsidiary is unsecured and (b) if as of any date any Person other than a Subsidiary owns or holds any such Indebtedness, such date shall be deemed the incurrence of Indebtedness not constituting Permitted Indebtedness by the Company;

(viii) Indebtedness (a) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five business days of incurrence, and (b) in respect of customary netting services and overdraft protections with deposit accounts incurred in the ordinary course of business;

(ix) Indebtedness of the Company or any of the Significant Subsidiaries represented by letters of credit for the account of the Company or such Significant Subsidiary, as the case may be, in order to provide security for workers' compensation claims, payment obligations in connection with self-insurance or similar requirements in the ordinary course of business;

(x) unsecured Indebtedness that (a) is expressly subordinated to the Obligations due to the Securityholders under this Indenture and the Securities pursuant to a written agreement among the holders of such Indebtedness and the Persons incurring such Indebtedness for the benefit of the Trustee and the holders of the Securities, and (b) does not provide for any cash payment in respect of any sinking fund payment or amortization or other payment of principal, whether by installment or at final maturity, at any time prior to the date which is at least six (6) months after the Stated Maturity;

(xi) Purchase Money Indebtedness, Capitalized Lease Obligations and Attributable Indebtedness (and any Indebtedness incurred to such Refinance such Indebtedness) to the extent permitted under any Financing Facility;

(xii) Indebtedness of the Company and its Significant Subsidiaries in respect of performance bonds, bid bonds, appeal bonds, surety bonds, completion guarantees, workers' compensation claims, self-insurance obligations, performance bonds, export or import indemnitees or similar instruments, customs bonds, governmental contracts, leases, employee credit card arrangements and similar obligations, in each case provided in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

(xiii) Indebtedness (a) in respect of taxes, assessments or governmental charges to the extent that payment thereof shall not at the time be required to be made hereunder or (b) incurred in the ordinary course of business in connection with the financing of insurance premiums;

(xiv) Indebtedness of the Company or any Significant Subsidiary as an account party in respect of trade letters of credit;

(xv) the guarantee by the Company or any Significant Subsidiary of Indebtedness of the Company or any Significant Subsidiary to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this

covenant; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the Securities, then the Guarantee must be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(xvi) Indebtedness under Commodity Agreements entered into in the ordinary course of business and not for speculative purposes;

(xvii) other Indebtedness of the Company and its Significant Subsidiaries in an aggregate principal amount outstanding not to exceed $20,000,000 at any time; and

(xviii) Refinancing Indebtedness.

"Person" or "person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or other entity.

"Principal Amount" or "principal amount" of a Security means the Principal Amount as set forth on the face of the Security.

"Purchase Money Indebtedness" means Indebtedness of the Company or any of its significant Subsidiaries incurred for the purpose of financing all or any part of the purchase price or the cost of construction or improvement of any property, provided that the aggregate principal amount of such Indebtedness does not exceed the lesser of the Fair Market Value of such property or such purchase price or cost.

"Refinance" means in respect of any security or Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue a security or Indebtedness in exchange or replacement for, such security or Indebtedness in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinancing Indebtedness" means any Refinancing by the Company or any Significant Subsidiary of Indebtedness incurred in accordance with Section 4.07 hereof (other than pursuant to clause (ii), (iv), (v), (vi), (vii), (viii), (ix) or (xi) of the definition of Permitted Indebtedness), in each case that does not (1) result in an increase in the aggregate principal amount of any Indebtedness of such Person as of the date of such proposed Refinancing (plus the amount of any premium reasonably necessary to Refinance such Indebtedness and plus accrued and unpaid interest thereon and the amount of reasonable expenses incurred by the Company in connection with such Refinancing) or (2) create Indebtedness with (A) a Weighted Average Life to Maturity that is less than the Weighted Average Life to Maturity of the Indebtedness being Refinanced or (B) a final maturity earlier than the final maturity of the Indebtedness being Refinanced; provided that if such Indebtedness being Refinanced is Indebtedness of the Company or a Guarantor, then such Refinancing Indebtedness shall be Indebtedness solely of the Company and/or Guarantors.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of February 11, 2010, among the Company, the Guarantors party thereto and the Buyers.

"Responsible Officer" means, when used with respect to the Trustee, any vice president, assistant vice president, trust officer or assistant trust officer, or any other officer within the corporate trust department of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also shall mean, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge and familiarity with the particular subject and who shall have direct responsibility for administration of this Indenture.

"Restricted Interest" has the meaning specified in paragraph 1 of the Security.

"Restricted Security" means a Security required to bear the restrictive legend set forth in the form of Security set forth in Exhibit A-2 of this Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"Sale and Leaseback Transaction" means any arrangement, directly or indirectly, whereby a seller or transferor shall sell or otherwise transfer any real or personal property and then or thereafter lease, or repurchase under an extended purchase contract, conditional sales or other title retention agreement, the same or similar property.

"SEC" means the Securities and Exchange Commission.

"Security" or "Securities" means any of the Company's 6% Convertible Senior Notes due 2014, as amended or supplemented from time to time, issued under this Indenture.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

"Securityholder" or "Holder" means a person in whose name a Security is registered on the Registrar's books.

"Significant Subsidiary" has the meaning ascribed to such term in Regulation S-X (17 CFR Part 210). Unless the context requires otherwise, "Significant Subsidiary" shall refer to a Significant Subsidiary of the Company.

"Stated Maturity" when used with respect to any Security, means the date specified in such Security as the fixed date on which an amount equal to the Principal Amount of such Security is due and payable.

"Subsidiary" means any person of which at least a majority of the outstanding Voting Stock or the majority of the outstanding voting power of the outstanding Voting Stock shall at the time directly or indirectly be owned or controlled by the Company or by one or more Subsidiaries or by the Company and one or more Subsidiaries.

"TIA" means the Trust Indenture Act of 1939 as in effect on the date of this Indenture, provided, however, that in the event the TIA is amended after such date, TIA means, to the extent required by any such amendment, the TIA as so amended.

"Trading Day" means a day during which trading in securities generally occurs on the National Association of Securities Dealers Automated Quotation System or, if the Common Stock is not quoted on the National Association of Securities Dealers Automated Quotation System, on the principal other market on which the Common Stock is then traded.

"Trustee" means the party named as the "Trustee" in the first paragraph of this Indenture until a successor replaces it pursuant to the applicable provisions of this Indenture and, thereafter, shall mean such successor. The foregoing sentence shall likewise apply to any subsequent such successor or successors.

"Voting Stock" of a person means Capital Stock of such person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the then outstanding aggregate principal amount of such Indebtedness into (b) the sum of the total of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) which will elapse between such date the making of such payment.

"Weighted Average Price" has the meaning specified in paragraph 1 of the Security.

SECTION 1.02. Other Definitions.

Term	Defined in Section
Act	1.05(a)
Agent Members	2.12(e)(v)
beneficial owner	3.07(a)
Company Fundamental Change Notice	3.07(b)
Continuing Directors	3.07(a)
Conversion Agent	2.03
Conversion Date	10.02
Conversion Rate	10.06
Conversion Shares	10.01
Depositary	2.01(a)
DTC	2.01(a)
Event of Default	6.01
Fundamental Change	3.07(a)
Fundamental Change Purchase Date	3.07(a)
Fundamental Change Purchase Notice	3.07(c)
Fundamental Change Purchase Price	3.07(a)

Group	3.07(a)(i)
incur	4.07
Legal Holiday	12.08
Legend	2.06(f)
Make Whole Premium	10.01
Make Whole Premium Conversion Price	10.01
Notice of Default	6.01
Paying Agent	2.03
Registrar	2.03
Rule 144A Information	4.06
Spin-Off	10.06(c)
Trigger Event	10.06(b)

SECTION 1.03. Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"Commission" means the SEC.

"indenture securities" means the Securities.

"indenture security holder" means a Securityholder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Company.

All other TIA terms used in this Indenture that are defined by the TIA, defined by a TIA reference to another statute or defined by an SEC rule have the meanings assigned to them by such definitions.

SECTION 1.04. Rules of Construction. Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles in the United States of America, consistently applied, as in effect from time to time;

(c) "or" is not exclusive;

(d) "including" means including, without limitation; and

(e) words in the singular include the plural, and words in the plural include the singular.

SECTION 1.05. Acts of Holders. (a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such officer the execution thereof. Where such execution is by a signer acting in a capacity other than such signer's individual capacity, such certificate or affidavit shall also constitute sufficient proof of such signer's authority.

The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(c) The ownership of registered Securities shall be proved by the register maintained by the Registrar.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

(e) If the Company shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of outstanding Securities have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the outstanding Securities shall be computed as of such record date; provided that no such authorization, agreement or consent by the Holders on such record date shall be deemed

effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

ARTICLE II
THE SECURITIES

SECTION 2.01. Form and Dating. The Securities and the Trustee's certificate of authentication shall be substantially in the forms set forth on Exhibits A-1 and A-2, which are a part of this Indenture and incorporated by reference herein. The Securities may have notations, legends or endorsements required by law, stock exchange rule or usage; provided that any such notation, legend or endorsement required by usage is in a form acceptable to the Company. The Company shall provide any such notations, legends or endorsements to the Trustee in a Company Order. Each Security shall be dated the date of its authentication.

(a) Issuance of Global Securities. Securities registered with the SEC shall be issued in the form of a Global Security, which shall be deposited with the Trustee at its Corporate Trust Office, as custodian for the Depositary and registered in the name of The Depository Trust Company ("DTC") or the nominee thereof (such depositary, or any successor thereto, and any such nominee being hereinafter referred to as the "Depositary"), duly executed by the Company and authenticated by the Trustee as hereinafter provided, to the extent such Securities at that time are DTC eligible securities. The aggregate principal amount of the Global Securities may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

(b) Global Securities in General. Each Global Security shall represent such of the outstanding Securities as shall be specified therein and each shall provide that it shall represent the aggregate amount of outstanding Securities from time to time endorsed thereon and that the aggregate amount of outstanding Securities represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions and conversions.

Any adjustment of the aggregate principal amount of a Global Security to reflect the amount of any increase or decrease in the amount of outstanding Securities represented thereby shall be made by the Trustee in accordance with written instructions given by the Holder thereof as required by Section 2.12 hereof and shall be made on the records of the Trustee and the Depositary.

(c) Book-Entry Provisions. The Company shall execute and the Trustee shall, in accordance with this Section 2.01(c), authenticate and deliver initially one or more Global Securities that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR

REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN. TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(d) Certificated Securities. Securities not issued as interests in the Global Securities will be issued in certificated form substantially in the form of Exhibit A-2 attached hereto.

SECTION 2.02. Execution and Authentication. The Securities shall be executed on behalf of the Company by any Officer. The signature of the Officer of the Company on the Securities may be manual or facsimile.

Securities bearing the manual or facsimile signatures of individuals who were at the time of the execution of the Securities the proper Officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of authentication of such Securities.

No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein duly executed by the Trustee by manual signature of a Responsible Officer, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.

The Trustee shall authenticate and deliver Securities for original issue in an aggregate Principal Amount of up to $70,000,000 upon a Company Order without any further action by the Company. The aggregate Principal Amount of Securities outstanding at any time may not exceed the amount set forth in the foregoing sentence, except as provided in Section 2.07.

The Securities shall be issued only in registered form without coupons and only in denominations of $1,000 of Principal Amount and any integral multiple thereof.

SECTION 2.03. Registrar, Paying Agent and Conversion Agent. The Company shall maintain an office or agency where Securities may be presented for registration of transfer or for exchange ("Registrar"), an office or agency where Securities may be presented for purchase or payment ("Paying Agent") and an office or agency where Securities may be presented for conversion ("Conversion Agent"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may have one or more co-registrars, one or more additional paying agents and one or more additional conversion agents. The term Paying Agent includes any additional paying agent, including any named pursuant to Section 4.05. The term Conversion Agent includes any additional conversion agent, including any named pursuant to Section 4.05.

The Company shall enter into an appropriate agency agreement with any Registrar, Paying Agent, Conversion Agent or co-registrar (other than the Trustee). The agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee by a Company Order of the name and address of any such agent. If the Company fails to maintain a Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07. The Company or any Subsidiary or an Affiliate of either of them may act as Paying Agent, Registrar, Conversion Agent or co-registrar.

The Company initially appoints the Trustee as Registrar, Conversion Agent and Paying Agent in connection with the Securities.

SECTION 2.04. Paying Agent to Hold Money in Trust. Except as otherwise provided herein, on or prior to each due date of payments in respect of any Security, the Company shall deposit with the Paying Agent a sum of money (in immediately available funds if deposited on the due date) sufficient to make such payments when so becoming due. The Company shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of Securityholders or the Trustee all money held by the Paying Agent for the making of payments in respect of the Securities and shall notify the Trustee of any Default by the Company in making any such payment. At any time during the continuance of any such Default, the Paying Agent shall, upon the written request of the Trustee, forthwith pay to the Trustee all money so held in trust. If the Company, a Subsidiary or an Affiliate of either of them acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by it. Upon doing so, the Paying Agent shall have no further liability for the money.

SECTION 2.05. Securityholder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders. If the Trustee is not the Registrar, the Company shall cause to be furnished to the Trustee at least semiannually on [August] and [February] a listing of Securityholders dated within 15 days of the date on which the list is furnished and at such other times as the

Trustee may request in writing a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Securityholders.

SECTION 2.06. Transfer and Exchange. (a) Subject to Section 2.12 hereof, upon surrender for registration of transfer of any Securities, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Securityholder or such Securityholder's attorney duly authorized in writing, at the office or agency of the Company designated as Registrar or co-registrar pursuant to Section 2.03, the Company shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Securities of any authorized denomination or denominations, of a like aggregate Principal Amount. The Company shall not charge a service charge for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges that may be imposed in connection with the transfer or exchange of the Securities from the Securityholder requesting such transfer or exchange.

At the option of the Holder, Securities may be exchanged for other Securities of any authorized denomination or denominations, of a like aggregate Principal Amount, upon surrender of the Securities to be exchanged, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Securityholder or such Securityholder's attorney duly authorized in writing, at such office or agency. Whenever any Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Securities that the Holder making the exchange is entitled to receive.

The Company shall not be required to make, and the Registrar need not register, transfers or exchanges of Securities selected for Mandatory Conversion (except, in the case of Securities to be converted in part in connection with a Mandatory Conversion, the portion thereof not to be converted) or any Securities in respect of which a Fundamental Change Purchase Notice has been given and not withdrawn by the Holder thereof in accordance with the terms of this Indenture (except, in the case of Securities to be purchased in part, the portion thereof not to be purchased).

(b) Notwithstanding any provision to the contrary herein, so long as a Global Security remains outstanding and is held by or on behalf of the Depositary, transfers of a Global Security, in whole or in part, shall be made only in accordance with Section 2.12 and this Section 2.06(b). Transfers of a Global Security shall be limited to transfers of such Global Security in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) Successive registrations and registrations of transfers and exchanges as aforesaid may be made from time to time as desired, and each such registration shall be noted on the register for the Securities.

(d) Any Registrar appointed pursuant to Section 2.03 hereof shall provide to the Trustee such information as the Trustee may reasonably require in connection with the delivery by such Registrar of Securities upon transfer or exchange of Securities.

(e) No Registrar shall be required to make registrations of transfer or exchange of Securities during any periods designated in the text of the Securities or in this Indenture as periods during which such registration of transfers and exchanges need not be made.

(f) If Securities are issued upon the transfer, exchange or replacement of Securities subject to restrictions on transfer and bearing the legends set forth on the form of Securities attached hereto as Exhibit A-2 setting forth such restrictions (collectively, the "Legend"), or if a request is made to remove the Legend on a Security, the Securities so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an Opinion of Counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A or Rule 144 under the Securities Act or that such Securities are not "restricted" within the meaning of Rule 144 under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and registrar of the sale of such Security pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Security that does not bear the Legend. If the Legend is removed from the face of a Security and the Security is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

(g) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under any applicable law with respect to any transfer or any interest in any Security or any shares of Common Stock issuable in respect thereof or otherwise pursuant to this Indenture (including any transfers between or among Depositary participants or beneficial owners of interests in any Global Securities) other than to require delivery of such certificates or other documentation or evidence as they are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(h) Neither the Trustee, the Registrar, the Paying Agent or the Conversion Agent shall have any responsibility for any actions taken or not taken by the Depositary.

SECTION 2.07. Replacement Securities. If any mutilated Security is surrendered to the Trustee, or the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Security, and there is delivered to the Company and the Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of actual knowledge by the Company or the Trustee that such Security has been acquired by a protected purchaser (within the meaning of Section 8-303 of the Uniform Commercial Code), the Company shall execute, and upon the Trustee's receipt of a Company order, the Trustee shall authenticate and deliver, in exchange for any such mutilated Security or

in lieu of any such destroyed, lost or stolen Security, a new Security of like tenor and Principal Amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, or is about to be purchased by the Company pursuant to Article III hereof, the Company in its discretion may, instead of issuing a new Security, pay or purchase such Security, as the case may be.

Upon the issuance of any new Securities under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Security shall constitute an additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Securities duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 2.08. Outstanding Securities; Determinations of Holders' Action. Securities outstanding at any time are all the Securities authenticated by the Trustee, except for those cancelled by it, those paid pursuant to Section 2.07 delivered to it for cancellation and those described in this Section 2.08 as not outstanding. A Security does not cease to be outstanding because the Company or an Affiliate thereof holds the Security; *provided*, *however*, that in determining whether the Holders of the requisite Principal Amount of Securities have given or concurred in any request, demand, authorization, direction, notice, consent or waiver hereunder, Securities owned by the Company or any other obligor upon the Securities or any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities of which a Responsible Officer of the Trustee has actual knowledge to be so owned shall be so disregarded. Subject to the foregoing, only Securities outstanding at the time of such determination shall be considered in any such determination (including, without limitation, determinations pursuant to Articles VI and IX).

If a Security is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchaser.

If the Paying Agent or the Conversion Agent, as the case may be, holds, in accordance with this Indenture, on a Mandatory Conversion Date, or on the Business Day following a Fundamental Change Purchase Date, or on Stated Maturity, money sufficient to pay amounts owed with respect to Securities payable on that date with respect to the Paying Agent in

respect of payments in cash in connection with a Fundamental Change or the payment of principal at Stated Maturity, or shares of Common Stock to sufficient to fulfill all of the Company's obligations with respect to the issuance of shares in connection with a Mandatory Conversion (including, without limitation, shares to be issued with respect to the Principal Amount of Securities (or portions thereof) being converted in a Mandatory Conversion, accrued and unpaid Liquidated Damages, if any, thereon (accruing through but not including the Mandatory Conversion Date), and Make Whole Premium), then immediately after such Mandatory Conversion Date, Fundamental Change Purchase Date or Stated Maturity, as the case may be, such Securities (or portion thereof) repaid or converted shall cease to be outstanding and interest, if any (other than such interest due and payable as of the applicable conversion date), and Liquidated Damages, if any, on such Securities (or portion thereof) repaid or converted shall cease to accrue; *provided* that if such Securities are to be converted in a Mandatory Conversion, notice of such Mandatory Conversion has been duly given pursuant to this Indenture and the Securities or provision therefor satisfactory to the Trustee has been made.

If a Security is converted in accordance with Article X, then from and after the time of conversion on the Conversion Date, such Security shall cease to be outstanding and interest, if any, shall cease to accrue on such Security.

SECTION 2.09. Temporary Securities. Pending the preparation of definitive Securities, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Securities that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as conclusively evidenced by their execution of such Securities.

If temporary Securities are issued, the Company will cause definitive Securities to be prepared without unreasonable delay. After the preparation of definitive Securities, the temporary Securities shall be exchangeable for definitive Securities upon surrender of the temporary Securities at the office or agency of the Company designated for such purpose pursuant to Section 2.03, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like Principal Amount of definitive Securities of authorized denominations. Until so exchanged, the temporary Securities shall in all respects be entitled to the same benefits under this Indenture as definitive Securities.

SECTION 2.10. Cancellation. All Securities surrendered for payment or purchase by the Company pursuant to Article III, conversion, redemption or registration of transfer or exchange (other than Securities exchanged pursuant to Section 10.02), shall, if surrendered to any person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder that the Company may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Trustee. The Company may not issue new Securities to replace Securities it has paid or delivered to the Trustee for cancellation or that any Holder has converted pursuant to Article X or that has been converted in a Mandatory Conversion. No Securities shall be authenticated in lieu of or in

exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Securities held by the Trustee shall be disposed of by the Trustee in accordance with the Trustee's customary procedure.

SECTION 2.11. Persons Deemed Owners. Prior to due presentment of a Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Security is registered as the owner of such Security for the purpose of receiving payment of the Principal Amount of the Security or the payment of any Fundamental Change Purchase Price in respect thereof, and accrued and unpaid interest and Liquidated Damages, if any, thereon, for the purpose of conversion (including, without limitation, Mandatory Conversion), the issuance of shares of Common Stock in respect of any Make Whole Premium, and for all other purposes whatsoever, whether or not such Security be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

SECTION 2.12. Global Securities. (a) A Global Security may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee or any successor thereof, and no such transfer to any such other Person may be registered; *provided* that the foregoing shall not prohibit any transfer of a Security that is issued in exchange for a Global Security but is not itself a Global Security. No transfer of a Security to any Person shall be effective under this Indenture or the Securities unless and until such Security has been registered in the name of such Person. Notwithstanding any other provisions of this Indenture or the Securities, transfers of a Global Security, in whole or in part, shall be made only in accordance with Section 2.06 and this Section 2.12.

(b) Subject to the succeeding paragraph, every Security shall be subject to the restrictions on transfer provided in the Legend including the delivery of an Opinion of Counsel, if so provided. Whenever any Restricted Security is presented or surrendered for registration of transfer or for exchange for a Security registered in a name other than that of the Holder, such Security must be accompanied by a certificate in substantially the form set forth in Exhibit B, dated the date of such surrender and signed by the Holder of such Security, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Security not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Legend upon the transferability of any Security shall cease and terminate when such Security has been sold pursuant to an effective registration statement under the Securities Act or transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto) or, if earlier, upon the expiration of the holding period applicable to sales thereof under Rule 144(d)(1) under the Securities Act (or any successor provision). Any Security as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Security for exchange to the Registrar in accordance with the provisions of this Section 2.12 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an Opinion of Counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company,

addressed to the Company and in form acceptable to the Company, to the effect that the transfer of such Security has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Security, of like tenor and aggregate Principal Amount, which shall not bear the Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Securities under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned Opinion of Counsel or registration statement.

(d) As used in the preceding two paragraphs of this Section 2.12, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Security.

(e) The provisions of clauses (i), (ii), (iii) and (iv) below shall apply only to Global Securities:

(i) Notwithstanding any other provisions of this Indenture or the Securities, a Global Security shall not be exchanged in whole or in part for a Security registered in the name of any Person other than the Depositary or one or more nominees thereof; *provided* that a Global Security may be exchanged for Securities registered in the names of any person designated by the Depositary in the event that (x) the Depositary has notified the Company that it is unwilling or unable to continue as Depositary for such Global Security or such Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days, (y) the Company has provided the Depositary with written notice that it has decided to discontinue use of the system of book-entry transfer through the Depositary or any successor Depositary or (z) an Event of Default has occurred and is continuing with respect to the Securities. Any Global Security exchanged pursuant to clause (x) or (y) above shall be so exchanged in whole and not in part, and any Global Security exchanged pursuant to clause (z) above may be exchanged in whole or from time to time in part as directed by the Depositary. Any Security issued in exchange for a Global Security or any portion thereof shall be a Global Security; *provided* that any such Security so issued that is registered in the name of a Person other than the Depositary or a nominee thereof shall not be a Global Security.

(ii) Securities issued in exchange for a Global Security or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate Principal Amount equal to that of such Global Security or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable legends provided for herein. Any Global Security to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Security to be exchanged in part, either such Global Security shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its

nominee with respect to such Global Security, the Principal Amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Security issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and persons that may hold interests through Agent Members, to take any action which a holder is entitled to take under this Indenture or the Securities.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Securities in definitive, fully registered form, without interest coupons.

(v) Neither any members of, or participants in, the Depositary (collectively, the "Agent Members") nor any other Persons on whose behalf Agent Members act shall have any rights under this Indenture with respect to any Global Security registered in the name of the Depositary or any nominee thereof, or under any such Global Security, and the Depositary or such nominee, as the case may be, may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and holder of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or such nominee, as the case may be, or impair, as between the Depositary, its Agent Members and any other person on whose behalf an Agent Member may act, the operation of customary practices of such Persons governing the exercise of the rights of a holder of any Security.

SECTION 2.13. CUSIP Numbers. The Company may issue the Securities with one or more "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of Mandatory Conversion or redemption as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such Mandatory Conversion or redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the CUSIP numbers.

ARTICLE III
REDEMPTION, MANDATORY CONVERSION AND PURCHASES

SECTION 3.01. Right To Redeem; Right to Mandatory Conversion. The Company shall not have the right to redeem any of the Securities prior to the Stated Maturity; *provided*, *however*, pursuant to terms and conditions set forth in paragraphs 5 and 7 of the Securities, the Company may have the right to convert the Securities pursuant to a Mandatory Conversion.

SECTION 3.02. Selection of Securities to be Converted in a Mandatory Conversion. If less than all the Securities are to be converted in a Mandatory Conversion, unless the procedures of the Depositary provide otherwise, the Trustee shall select the Securities to be redeemed on a *pro rata* basis, or, to the extent that selection on a *pro rata* basis is not practicable, by lot or by such other method the Trustee considers fair and appropriate, or otherwise, in accordance with the rules and procedures of the Depositary to the extent Global Securities are (or shall be) registered in the name of the Depositary. The Trustee may select for Mandatory Conversion portions of the Principal Amount of Securities that have denominations of $1,000 and integral multiples thereof.

Securities and portions of them the Trustee selects shall be in Principal Amounts of $1,000 or an integral multiple of $1,000. Provisions of this Indenture that apply to Securities subject to Mandatory Conversion also apply to portions of Securities, in integral multiples of $1,000, subject to Mandatory Conversion. The Trustee shall notify the Company promptly of the Securities, or portions of Securities, in integral multiples of $1,000 to be subject to Mandatory Conversion.

If any Security selected for partial Mandatory Conversion is converted in part before termination of the conversion right with respect to the portion of the Security so selected, the converted portion of such Security shall be deemed (so far as possible) to be the portion selected for Mandatory Conversion. Securities that have been converted during a selection of Securities to be redeemed may be treated by the Trustee as outstanding for the purpose of such selection.

SECTION 3.03. Notice of Mandatory Conversion. The Company shall issue a press release and file with the SEC a Current Report on Form 8-K announcing a Mandatory Conversion on the same Business Day that the Company elects to make a Mandatory Conversion and shall provide the Trustee with contemporaneous notice of such election, and the Company shall as promptly as practicable thereafter shall mail a notice of Mandatory Conversion by first-class mail, postage prepaid, to each Holder of Securities to be converted in such Mandatory Conversion.

The press release, the Current Report on Form 8-K and the notice shall identify the Securities to be redeemed and shall state:

(a) the Trading Days for which the Company calculated it had the right to elect to make a Mandatory Conversion;

(b) the Conversion Price in effect on the date of such notice;

(c) the Mandatory Conversion Date;

(d) the Principal Amount of the Securities subject to such Mandatory Conversion and the amount of accrued and unpaid Liquidated Damages, if any, thereon, to be converted in the Mandatory Conversion (both in the aggregate and per $1,000 in Principal Amount of Securities);

(e) the number of shares to be issued in respect of the amounts set forth in clause (d) above shall be calculated by dividing such amount by the Conversion Price in effect on the second Business Day immediately preceding the Mandatory Conversion Date;

(f) the amount of the Make Whole Premium in connection with such Mandatory Conversion;

(g) the method for determining the number of shares of Common Stock to be issued in respect of the Make Whole Premium, the method of calculation for the Make Whole Premium Conversion Price and the Trading Days for which the Make Whole Premium Conversion Price will be calculated;

(h) the name and address of the Conversion Agent;

(i) that Securities subject to Mandatory Conversion may be converted at any time before the close of business on the second Business Day immediately preceding the Mandatory Conversion Date;

(j) that Holders who want to voluntarily convert Securities subject to Mandatory Conversion in lieu of having their Securities converted pursuant to the Mandatory Conversion must satisfy the requirements set forth in paragraph 8 of the Securities on or prior to the date set forth in clause (i) above;

(k) that Securities subject to Mandatory Conversion must be surrendered to the Conversion Agent to collect the shares of Common Stock issuable in connection with the Mandatory Conversion, and the number of shares of Common Stock to be issued in such Mandatory Conversion will equal the sum of the shares determined under clauses (e) and (g) above, rounded up, in the aggregate to the nearest whole number;

(l) if fewer than all the outstanding Securities are to be converted, the certificate numbers, if any, and Principal Amounts of the particular Securities to be redeemed;

(m) that, unless the Company defaults in delivering a sufficient number of shares of Common Stock to the Conversion Agent in order to issue Common Stock in respect of such Mandatory Conversion as provided herein, interest, if any (other than on past due accrued and unpaid interest), and Liquidated Damages, if any, on Securities (or portions thereof, as the case may be) subject to Mandatory Conversion, will cease to accrue on such Securities (or portions thereof, as the case may be) on and after the Mandatory Conversion Date and such Securities (or portions thereof, as the case may be) will cease to be convertible; and

(n) the CUSIP number (or certificate number, if any), if any, of the Securities subject to Mandatory Conversion.

At the Company's written request, the Trustee shall give the notice of Mandatory Conversion in the Company's name and at the Company's expense; *provided* that the Company makes such at the time it announces such conversion in accordance with this Section 3.03 and paragraph 7 of the Securities and the Company provides the Trustee with such notice of Mandatory Conversion for sending to the Holders.

SECTION 3.04. Effect of Notice of Mandatory Conversion. Once notice of Mandatory Conversion is given, the Principal Amount of Securities (or there portion thereof, as the case may be) subject to Mandatory Conversion shall, along with all accrued and unpaid Liquidated Damages, if any, thereon, accruing through but not including the Mandatory Conversion Date, become automatically convertible into shares of Common Stock on the Mandatory Conversion Date at the Conversion Price in effect on the second (2nd) Business Day immediately preceding such Mandatory Conversion Date (subject to adjustments as set forth in Article X), plus such number of shares of Common Stock to be delivered in respect of the Make Whole Premium thereon, except for Securities (or portions thereof, as the case may be) which are converted at the option of the Holder in accordance with the terms of this Indenture and the Securities. Upon surrender to the Conversion Agent, Securities (or portions thereof, as the case may be) subject to Mandatory Conversion shall be cancelled and shares of Common Stock issued to the Holders of such Securities (or portions thereof, as the case may be) as set forth in the first sentence of this Section 3.04, as such shall be specified in the notice to be provided by the Company pursuant to paragraph 5 of the Securities, plus, such shares of Common Stock, if any, to be issued in respect of Restricted Interest.

SECTION 3.05. Deposit of Shares in a Mandatory Conversion. Prior to 10:00 a.m. (New York City time) on the Mandatory Conversion Date, the Company shall deposit with the Conversion Agent (or if the Company or a Subsidiary or an Affiliate of either of them is the Conversion Agent, shall segregate and hold in trust) an amount of shares of Common Stock sufficient with respect to the shares of Common Stock issuable upon the conversion of the Principal Amount of all Securities (or portions thereof), and accrued and unpaid Liquidated Damages, if any, to be converted in the applicable Mandatory Conversion on the Mandatory Conversion Date, along with shares of Common Stock to be issued with respect to the related Make Whole Premium (and with respect to Restricted Interest, if any, to the extent not issued to the Holder of a Security (or portion thereof) subject to such Mandatory Conversion with respect to an interest payment date prior to such Mandatory Conversion Date) thereon, other than Securities (or portions of Securities subject to Mandatory Conversion) that on or prior to such Mandatory Conversion Date have been delivered by the Company to the Trustee for cancellation or have been converted in accordance with the terms and conditions of this Indenture and the Securities. The Conversion Agent shall as promptly as practicable return to the Company any shares of Common Stock required for the foregoing purpose because of conversion at the option of the Holders of Securities pursuant to Article X. If such shares of Common Stock are then held by the Company in trust and are not required for such purpose, then such shares shall be discharged from such trust.

SECTION 3.06. Securities Converted in Part in a Mandatory Conversion. Upon surrender of a Security that is converted in part pursuant to a Mandatory Conversion, the Company shall execute and the Trustee shall authenticate and deliver to the Holder, without service charge, a new Security or Securities, of any authorized denomination as requested by such Holder in aggregate Principal Amount equal to, and in exchange for, the unconverted portion of the Principal Amount of the Security surrendered.

SECTION 3.07. Purchase of Securities at Option of the Holder upon Fundamental Change. (a) If at any time that Securities remain outstanding there shall have occurred a Fundamental Change (as hereinafter defined), Securities shall be repurchased by the Company, at the option of the Holder thereof, at a purchase price (the "Fundamental Change Purchase Price") equal to the principal amount thereof plus accrued and unpaid interest, if any, and Liquidated Damages, if any, thereon, up to and including the date (the "Fundamental Change Purchase Date") fixed by the Company that is not less than 30 days nor more than 60 days after the date notice is given by Company (as set forth in 3.07(b)), subject to satisfaction by or on behalf of the Holder of the requirements set forth in Section 3.07(c).

Whenever in this Indenture there is a reference to the principal of any Security as of any time, such reference shall be deemed to include reference to the Fundamental Change Purchase Price payable in respect of such Security to the extent that such Fundamental Change Purchase Price is, was or would be payable at such time, and express mention of the Fundamental Change Purchase Price in any provision of this Indenture shall not be construed as excluding the Fundamental Change Purchase Price in those provisions of this Indenture when such express mention is not made.

A "Fundamental Change" shall be deemed to have occurred at such time after the original issuance of the Securities as any of the following occur:

(i) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person or group of related persons, as defined in Section 13(d) of the Exchange Act (a "Group") (whether or not otherwise in compliance with the provisions of this Indenture);

(ii) any Person or Group other than the Company, the Guarantors or the Company's or its Subsidiaries' employee benefit plans, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such Person or Group has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Company's common equity representing more than 50% of the voting power of the Company's outstanding Voting Stock;

(iii) consummation of any share exchange, consolidation or merger of the Company (excluding a merger solely for the purpose of changing the Company's jurisdiction of incorporation) pursuant to which the Common Stock will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one of the Subsidiaries; *provided*, *however*, that a transaction where the holders of more than 50% of each class of the Company's outstanding common equity immediately prior to such transaction own, directly or indirectly, more than 50% of such class of common equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such event shall not be a Fundamental Change (unless such transaction constitutes a Fundamental Change pursuant to another clause of this definition);

(iv) the approval by the holders of Capital Stock of the Company of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of this Indenture); or

(v) the first day of which a majority of the members of the Company's Board of Directors are not Continuing Directors (as hereinafter defined).

A "beneficial owner" shall be determined in accordance with Rule 13d-3 and Rule 13d-5 promulgated by the SEC under the Exchange Act or any successor provision, except that a Person shall be deemed to have "beneficial ownership" of all securities that such Person has the right to acquire, whether exercisable immediately or only after the passage of time.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of the Company who (i) was a member of such Board of Directors on the date of the original issuance of the Securities or (ii) was nominated for election or elected to the Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election.

(b) On or before the 15 th day after the occurrence of a Fundamental Change, the Company shall mail a written notice of the Fundamental Change (the "Company Fundamental Change Notice") by first-class mail to the Trustee and to each Holder (and to beneficial owners as required by applicable law), and on or before the second (2nd) Business Day after the occurrence of a Fundamental Change, disclose such notice in a Current Report on Form 8-K filed with the SEC and simultaneously with such filing publish a notice containing the information to be contained in the Company Fundamental Change Notice once in a newspaper of general circulation in The City of New York or publish such information on the Company's website or through such other public medium as the Company may use at such time. The Company Fundamental Change Notice shall include a form of Fundamental Change Purchase Notice to be completed by the Securityholder and shall state:

(i) briefly, the events causing a Fundamental Change and the date of such Fundamental Change;

(ii) the date by which the Fundamental Change Purchase Notice pursuant to this Section 3.07 must be given;

(iii) the Fundamental Change Purchase Date;

(iv) the Fundamental Change Purchase Price;

(v) the name and address of the Paying Agent and the Conversion Agent;

(vi) the Conversion Rate, the Conversion Price and any adjustments thereto;

(vii) that Securities as to which a Fundamental Change Purchase Notice has been given may be converted pursuant to Article X hereof only if the Fundamental Change Purchase Notice has been withdrawn in accordance with the terms of this Section 3.08;

(viii) that Securities must be surrendered to the Paying Agent to collect payment;

(ix) that the Fundamental Change Purchase Price for any Security as to which a Fundamental Change Purchase Notice has been duly given and not withdrawn will be paid promptly following the later of the Fundamental Change Purchase Date and the time of surrender of such Security as described in clause (viii);

(x) briefly, the procedures the Holder must follow to exercise rights under this Section 3.07;

(xi) briefly, the conversion rights of the Securities;

(xii) the procedures for withdrawing a Fundamental Change Purchase Notice (as specified in Section 3.08);

(xiii) that, unless the Company defaults in making payment of such Fundamental Change Purchase Price, interest, if any, and Liquidated Damages, if any, on Securities surrendered for purchase by the Company will cease to accrue on and after the Fundamental Change Purchase Date;

(xiv) the name and address of the Paying Agent and the Conversion Agent; and

(xv) the CUSIP number of the Securities.

(c) A Holder may exercise its rights specified in Section 3.07(a) upon delivery of a written notice of purchase (a "Fundamental Change Purchase Notice") in the form attached to this Indenture as Annex A, together with the Securities subject thereto, to the Company and the Paying Agent at any time prior to the close of business on the third (3rd) Business Day prior to the Fundamental Change Purchase Date, stating:

(i) the certificate number of the Security that the Holder will deliver to be purchased;

(ii) the portion of the Principal Amount of the Security which the Holder will deliver to be purchased, which portion must be $1,000 or an integral multiple thereof; and

(iii) that such Security shall be purchased pursuant to the terms and conditions specified in Article III of this Indenture and paragraph 6 of the Securities.

The delivery of such Security to the Paying Agent prior to, on or after the Fundamental Change Purchase Date (together with all necessary endorsements) at the offices of the Paying Agent shall be a condition to the receipt by the Holder of the Fundamental Change Purchase Price therefor; *provided*, *however*, that such Fundamental Change Purchase Price shall be so paid pursuant to this Section 3.07 only if the Security so delivered to the Paying Agent shall conform in all respects to the description thereof set forth in the related Fundamental Change Purchase Notice.

The Company shall purchase from the Holder thereof, pursuant to this Section 3.07, a portion of a Security if the Principal Amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of this Indenture that apply to the purchase of all of a Security also apply to the purchase of such portion of such Security.

Any purchase by the Company contemplated pursuant to the provisions of this Section 3.07 shall be consummated by the delivery of the consideration to be received by the Holder promptly following the later of the Fundamental Change Purchase Date and the time of delivery of the Security to the Paying Agent in accordance with this Section 3.07.

Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Fundamental Change Purchase Notice contemplated by this Section 3.07(c) shall have the right to withdraw such Fundamental Change Purchase Notice at any time prior to the close of business on the Business Day preceding the Fundamental Change Purchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 3.08.

The Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Purchase Notice or written withdrawal thereof.

Notwithstanding anything herein to the contrary, the Company's obligations pursuant to this Section 3.07 shall be satisfied if a third party makes a Fundamental Change offer

in the manner and at the times and otherwise in compliance in all material respects with the requirements of this Section 3.07 and purchases all Securities properly tendered and not withdrawn pursuant to the requirements of this Section 3.07.

SECTION 3.08. Effect of Fundamental Change Purchase Notice. Upon receipt by the Paying Agent of the Fundamental Change Purchase Notice specified in Section 3.07(c), the Holder of the Security in respect of which such Fundamental Change Purchase Notice, as the case may be, was given shall (unless such Fundamental Change Purchase Notice is withdrawn as specified in the following two paragraphs) thereafter be entitled to receive solely the Fundamental Change Purchase Price, together with all accrued and unpaid interest, if any, and Liquidated Damages, if any, thereon, to but not including the Fundamental Change Purchase Date with respect to such Security. Such Fundamental Change Purchase Price, together with accrued and unpaid interest, if any, and Liquidated Damages, if any, thereon, to but not including the Fundamental Change Purchase Date, shall be paid to such Holder, subject to receipt of funds and/or securities by the Paying Agent, promptly following the later of (x) the Fundamental Change Purchase Date with respect to such Security (*provided* that the conditions in Section 3.07(c) have been satisfied) and (y) the time of delivery of such Security to the Paying Agent by the Holder thereof in the manner required by Section 3.07(c). Securities in respect of which a Fundamental Change Purchase Notice has been given by the Holder thereof may not be converted pursuant to Article X hereof on or after the date of the delivery of such Fundamental Change Purchase Notice unless such Fundamental Change Purchase Notice has first been validly withdrawn as specified in the following paragraph.

A Fundamental Change Purchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Fundamental Change Purchase Notice at any time prior to the close of business on the Business Day prior to the close of business on the Fundamental Change Purchase Date, specifying:

(i) the name of the Holder;

(ii) the certificate number, if any, of the Security in respect of which such notice of withdrawal is being submitted,

(iii) the Principal Amount of the Security with respect to which such notice of withdrawal is being submitted, and

(iv) the Principal Amount, if any, of such Security which remains subject to the original Purchase Notice or Fundamental Change Purchase Notice, as the case may be, and which has been or will be delivered for purchase by the Company.

SECTION 3.09. Deposit of Fundamental Change Purchase Price. Prior to 10:00 a.m. (New York City time) on the Business Day prior to the Fundamental Change Purchase Date, the Company shall deposit with the Trustee or with the Paying Agent (or, if the Company or a Subsidiary or an Affiliate of either of them is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 2.04) an amount of money (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Fundamental Change Purchase

Price, together with all accrued and unpaid interest, if any, and Liquidated Damages, if any, thereon, to but not including the Fundamental Change Purchase Date, of all the Securities or portions thereof which are to be purchased as of the Fundamental Change Purchase Date.

SECTION 3.10. Securities Purchased in Part. Any Certificated Security that is to be purchased only in part shall be surrendered at the office of the Paying Agent (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Security, without service charge, a new Security or Securities, of any authorized denomination as requested by such Holder in aggregate Principal Amount equal to, and in exchange for, the portion of the Principal Amount of the Security so surrendered which is not purchased.

SECTION 3.11. Covenant to Comply with Securities Laws upon Purchase of Securities. When complying with the provisions of Section 3.07 hereof (*provided* that such offer or purchase constitutes an "issuer tender offer" for purposes of Rule 13e-4 (which term, as used herein, includes any successor provision thereto) under the Exchange Act at the time of such offer or purchase), the Company shall (i) comply in all material respects with Rule 13e-4 and Rule 14e-1 under the Exchange Act, (ii) file the related Schedule TO (or any successor schedule, form or report) under the Exchange Act, and (iii) otherwise comply in all material respects with all Federal and state securities laws so as to permit the rights and obligations under Section 3.07 to be exercised in the time and in the manner specified in Section 3.07.

SECTION 3.12. Repayment to the Company. The Trustee and the Paying Agent shall return to the Company any cash that remains unclaimed as provided in paragraph 11 of the Securities, together with interest or dividends, if any, thereon (subject to the provisions of Section 7.01(f)), held by them for the payment of the Fundamental Change Purchase Price and accrued and unpaid interest, if any, and Liquidated Damages, if any; *provided*, *however*, that to the extent that the aggregate amount of cash deposited by the Company pursuant to Section 3.09 exceeds the aggregate Fundamental Change Purchase Price of the Securities or portions thereof which the Company is obligated to purchase as of the Fundamental Change Purchase Date and accrued and unpaid interest thereon, if any, and Liquidated Damages, if any, then, unless otherwise agreed in writing with the Company, promptly after the Business Day following the Fundamental Change Purchase Date, the Trustee shall return any such excess to the Company together with interest or dividends, if any, thereon (subject to the provisions of Section 7.01(f)).

ARTICLE IV
COVENANTS

SECTION 4.01. Payment of Securities. The Company shall promptly make all payments in respect of the Securities on the dates and in the manner provided in the Securities or pursuant to this Indenture. Any amounts to be given to the Trustee or Paying Agent, as the case may be, shall be deposited with the Trustee or Paying Agent, as the case may be, in immediately available funds by 10:00 a.m. (New York City time) by the Company. Interest installments, Liquidated Damages, Principal Amount, Fundamental Change Purchase Price and interest, if any, due on overdue amounts shall be considered paid on the applicable date due if at 10:00 a.m.

(New York City time) on such date (or, in the case of a Fundamental Change Purchase Price, on the Business Day following the applicable Fundamental Change Purchase Date) the Trustee or the Paying Agent, as the case may be, holds, in accordance with this Indenture, money sufficient to pay all such amounts then due.

The Company shall, to the extent permitted by law, pay interest on overdue amounts at the rate per annum set forth in paragraph 1 of the Securities, compounded semiannually, which interest shall accrue from the date such overdue amount was originally due to the date payment of such amount, including interest thereon, has been made or duly provided for. All such interest shall be payable on demand. The accrual of such interest on overdue amounts shall be in addition to the continued accrual of interest on the Securities.

SECTION 4.02. SEC and Other Reports. The Company shall file with the Trustee, within 15 days after it files such annual and quarterly reports, information, documents and other reports with the SEC, copies of its annual report and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. In the event the Company is at any time no longer subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, it shall continue to provide the Trustee with reports containing substantially the same information as would have been required to be filed with the SEC had the Company continued to have been subject to such reporting requirements. In such event, such reports shall be provided to the Trustee at the times the Company would have been required to provide reports had it continued to have been subject to such reporting requirements. Delivery of such reports, information and documents is for informational purposes only and the Trustee's receipt of such shall not constitute notice or constructive notice of any information contained therein or determinable from information contained therein. Notwithstanding the foregoing, subject to the requirements of Section 314(a)(1) of the TIA, the Company will be deemed to have provided such information referred to herein to the Trustee if the Company has filed such information with the SEC via the EDGAR filing system (or its successor system) and such reports and other information are publicly available.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable form information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates as provided in Section 4.03).

SECTION 4.03. Compliance Certificate. The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company (beginning with the fiscal year ended December 31, 2009) an Officers' Certificate, stating whether or not, to the best knowledge of the signers thereof, the Company, as of the date of such Officers' Certificate, is in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided hereunder) and if the Company shall be in default, specifying all such Defaults and the nature and status thereof of which they may have knowledge.

The Company shall, so long as any of the Securities are outstanding, deliver to the Trustee, forthwith upon becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

SECTION 4.04. Further Instruments and Acts. Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

SECTION 4.05. Maintenance of Office or Agency. The Company will maintain in the Borough of Manhattan, The City of New York, an office or agency of the Trustee, Registrar, Paying Agent and Conversion Agent where Securities may be presented or surrendered for payment, where Securities may be surrendered for registration of transfer, exchange, purchase, redemption or conversion and where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served. The Corporate Trust Office of the Trustee shall initially be such office or agency for all of the aforesaid purposes. The Company shall give prompt written notice to the Trustee of the location, and of any change in the location, of any such office or agency (other than a change in the location of the office of the Trustee). If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the address of the Trustee set forth in Section 12.02.

The Company may also from time to time designate one or more other offices or agencies where the Securities may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, the City of New York, for such purposes.

SECTION 4.06. Delivery of Certain Information. At any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act, upon the request of a Holder or any beneficial owner of Securities or holder or beneficial owner of Common Stock delivered upon conversion thereof, the Company will promptly furnish or cause to be furnished Rule 144A Information (as defined below) to such Holder or any beneficial owner of Securities or holder or beneficial owner of Common Stock, or to a prospective purchaser of any such security designated by any such holder, as the case may be, to the extent required to permit compliance by such Holder or holder with Rule 144A under the Securities Act in connection with the resale of any such security. "Rule 144A Information" shall be such information as is specified pursuant to Rule 144A(d)(4) under the Securities Act or any successor provisions. Whether a Person is a beneficial owner shall be determined by the Company to the Company's reasonable satisfaction.

SECTION 4.07. Limitation on Incurrence of Additional Indebtedness. So long as at least $10,000,000 in aggregate Principal Amount of Securities are outstanding, the Company will not, and will not permit any of its Significant Subsidiaries to, directly or indirectly, create, incur, assume, guarantee, acquire, become liable, contingently or otherwise, with respect to, or otherwise become responsible for the payment of (collectively, "incur") any Indebtedness (other than Permitted Indebtedness) at any time prior to the two (2) year anniversary of the date of this Indenture.

SECTION 4.08. Liquidated Damages. If at any time Liquidated Damages become payable by the Company pursuant to the Registration Rights Agreement, the Company shall promptly deliver to the Trustee an Officers' Certificate to that effect and stating (i) the amount of such Liquidated Damages that are payable and (ii) the date on which such damages are payable pursuant to the terms of the Registration Rights Agreement. Unless and until a Responsible Officer of the Trustee receives such Officers' Certificate, the Trustee may assume without inquiry that no Liquidated Damages are payable. If the Company has paid Liquidated Damages directly to the Persons entitled to them, the Company shall deliver to the Trustee a certificate setting forth the particulars of such payment.

SECTION 4.09. Reverse Stock Split; Combination of Shares. The Company shall not implement or cause a reverse stock split or a combination of its shares of Common Stock at any time prior to the 60th calendar day after the date of this Indenture.

SECTION 4.10. Existence. Subject to Article V, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and rights (charter and statutory); *provided*, *however*, that the Company shall not be required to preserve any such right if the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and that the loss thereof is not disadvantageous in any material respect to the Holders of the Securities.

ARTICLE V
SUCCESSOR CORPORATION

SECTION 5.01. When the Company May Merge or Transfer Assets. The Company shall not consolidate with or merge with or into any other Person or convey, transfer or lease all or substantially all of its properties and assets to any Person, unless:

(a) (i) the Company shall be the resulting or surviving corporation or (ii) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance, transfer or lease the properties and assets of the Company substantially as an entirety (x) shall be a corporation organized and validly existing under the laws of the United States or any State thereof or the District of Columbia, and (y) shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, all of the obligations of the Company under the Securities, this Indenture and the Registration Rights Agreement;

(b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(c) the Company shall have delivered to the Trustee an Officers' Certificate and, with respect to matters of law, an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with this Article V and that all conditions precedent herein provided for relating to such transaction have been satisfied in all material respects.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise) of the properties and assets of one or more Subsidiaries (other than to the Company or another Subsidiary), which, if such assets were owned by the Company would constitute all or substantially all of the properties and assets of the Company shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

SECTION 5.02. Successor Corporation to be Substituted. The successor corporation formed by such consolidation or into which the Company is merged or the successor corporation to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor had been named as the Company herein; and thereafter, except in the case of a lease and obligations the Company may have under a supplemental indenture pursuant to Section 10.12, the Company shall be discharged from all obligations and covenants under this Indenture and the Securities. Subject to Section 9.06, the Company, the Trustee and the successor corporation shall enter into a supplemental indenture (with endorsements of Guarantees thereon by the Guarantors) to evidence the succession and substitution of such successor corporation and such discharge and release of the Company.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. Subject to the provisions set forth below in this Section 6.01, an "Event of Default" occurs if:

(a) the Company defaults in the payment of interest, if any, or Liquidated Damages, if any, payable on any Security when the same becomes due and payable and such default continues for a period of 30 days;

(b) the Company defaults in the payment of the Principal Amount or Fundamental Change Purchase Price on any Security when the same becomes due and payable at its Stated Maturity, upon declaration, when due for purchase by the Company or otherwise;

(c) the Company fails to comply with any of its agreements in the Securities or this Indenture and such failure continues for 45 days;

(d) the Company fails to pay at final maturity (giving effect to any applicable grace periods and any extensions thereof) the stated principal amount of any of the Company's or its Subsidiaries' indebtedness, or the acceleration of the final stated maturity of any such indebtedness (which acceleration is not rescinded, annulled or otherwise cured within 10 days of receipt by the Company or such Subsidiary of notice of any such acceleration) if the aggregate principal amount of such indebtedness, together with the principal amount of any other such indebtedness in default for failure to pay principal at final stated maturity or which has been accelerated (in each case with respect to which the 10-day period described above has elapsed), aggregates $10,000,000 or more at any time;

(e) the Company or a Significant Subsidiary of the Company fails to pay when due any final, non-appealable judgments (other than any judgment as to which a reputable insurance company has accepted full liability) aggregating in excess of $15,000,000, which judgments are not stayed, bonded or discharged within 60 days after their entry;

(f) the Company fails to issue Common Stock upon conversion of Securities by a Holder or upon a Mandatory Conversion in accordance with the provisions of this Indenture and the Securities;

(g) any Guarantee by a Guarantor that is a Significant Subsidiary shall for any reason cease to be, or be asserted by the Company or such Guarantor, as applicable, not to be, in full force and effect (except pursuant to the release of any such Guarantee in accordance with the provisions of this Indenture);

(h) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company or any Significant Subsidiary of the Company in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Company or for any substantial part of its property or ordering the winding up or liquidation of its affairs and such decree or order shall remain unstayed and in effect for a period of 45 days; or

(i) the Company or any Significant Subsidiary of the Company shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law, or consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Company or such Subsidiary of the Company or for any substantial part of its property or make any general assignment for the benefit of creditors.

The Company shall deliver to the Trustee, within 10 days after it becomes aware of the occurrence thereof, written notice of any event which with the giving of notice or the lapse of time, or both, would become an Event of Default under clause (c) or (d) above, its status and what action the Company is taking or proposes to take with respect thereto.

SECTION 6.02. Defaults and Remedies. If an Event of Default (other than an Event of Default specified in Section 6.01(h) or 6.01(i) with respect to the Company) occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in aggregate Principal Amount of the Securities at the time outstanding by notice to the Company and the Trustee, may declare the Principal Amount of all the Securities plus accrued and unpaid interest, if any, and Liquidated Damages, if any, thereon, through the date of declaration to be immediately due and payable. Upon such a declaration, such Principal Amount plus accrued and unpaid interest, if any, and Liquidated Damages, if any, shall become and be immediately due and payable subject to the provisions of Article XI. If an Event of Default specified in Section 6.01(h) or 6.01(i), solely with respect to the Company, occurs and is continuing, the Principal

Amount of all the Securities plus accrued and unpaid interest, if any, and Liquidated Damages, if any, thereon, shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Securityholder.

The Holders of a majority in principal amount of the Securities then outstanding by notice to the Trustee may rescind an acceleration and its consequences if (a) all existing Events of Default, other than the nonpayment of the principal of and accrued and unpaid interest, if any, and Liquidated Damages, if any, on the Securities which has become due solely by such declaration of acceleration, have been cured or waived; (b) the Company has paid or deposited with the Trustee a sum in immediately available funds sufficient to pay (i) all overdue interest, if any, and Liquidated Damages, if any, on the Securities, (ii) the principal of any Security which has become due otherwise then by such declaration of acceleration, and (iii) to the extent the payment of such interest is lawful, interest on overdue installments of interest and Liquidated Damages, if any, and overdue principal, which has become due otherwise than by such declaration of acceleration; (c) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction; and (d) all payments due to the Trustee and any predecessor Trustee under Section 7.07 have been made. No such rescission shall affect any subsequent Default or Event of Default or impair any right consequent thereon.

SECTION 6.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of the Principal Amount of all the Securities plus all accrued and unpaid interest, if any, and Liquidated Damages, if any, thereon or to enforce the performance of any provision of the Securities or this Indenture.

The Trustee may maintain a proceeding even if the Trustee does not possess any of the Securities or does not produce any of the Securities in the proceeding. A delay or omission by the Trustee or any Securityholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of, or acquiescence in, the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

SECTION 6.04. Waiver of Past Defaults. The Holders of a majority in aggregate Principal Amount of the Securities at the time outstanding, by notice in writing to the Trustee (and without notice to any other Securityholder), may waive an existing Default and its consequences, except (a) an Event of Default described in Section 6.01(a) or 6.01(b), (b) a Default in respect of a provision that under Section 9.02 cannot be amended without the consent of each Securityholder affected or (c) a Default which constitutes a failure to convert any Security in accordance with the terms of Article X. When a Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or impair any consequent right. This Section 6.04 shall be in lieu of Section 316(a)1(B) of the TIA and such Section 316(a)1(B) is hereby expressly excluded from this Indenture, as permitted by the TIA.

SECTION 6.05. Control by Majority. The Holders of a majority in aggregate Principal Amount of the Securities at the time outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines in good faith is unduly

prejudicial to the rights of other Securityholders or would involve the Trustee in personal liability unless the Trustee is offered indemnity satisfactory to it. This Section 6.05 shall be in lieu of Section 316(a)1(A) of the TIA and such Section 316(a)1(A) is hereby expressly excluded from this Indenture, as permitted by the TIA.

SECTION 6.06. Limitation on Suits. A Securityholder may not pursue any remedy with respect to this Indenture or the Securities unless:

(a) the Holder gives to the Trustee written notice stating that an Event of Default is continuing;

(b) the Holders of at least 25% in aggregate Principal Amount of the Securities at the time outstanding make a written request to the Trustee to pursue the remedy;

(c) such Holder or Holders offer to the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of such notice, request and offer of security or indemnity; and

(e) the Holders of a majority in aggregate Principal Amount of the Securities at the time outstanding do not give the Trustee a direction inconsistent with the request during such 60-day period.

A Securityholder may not use this Indenture to prejudice the rights of any other Securityholder or to obtain a preference or priority over any other Securityholder.

SECTION 6.07. Rights of Holders to Receive Payment. Subject to the provisions of Article XI hereof, notwithstanding any other provision of this Indenture, the right of any Holder to receive payment (*provided*, *however*, that without the prior written consent of a Holder affected thereby, payments to be made to such Holder in shares of Common Stock cannot be made in cash in lieu of delivering such shares) of interest installments, Liquidated Damages, if any, the Principal Amount (including, without limitation, the Principal Amount of any Securities (or portions thereof) subject to conversion in a Mandatory Conversion or a conversion at the option of the Holder that have not been converted in full as of such date in accordance with the terms and conditions of this Indenture and the Securities), Make Whole Premium, Fundamental Change Purchase Price or interest, if any, due on overdue amounts in respect of the Securities held by such Holder, on or after the respective due dates expressed in the Securities, and to convert the Securities in accordance with Article X, or to bring suit for the enforcement of any such payment on or after such respective dates or the right to convert, shall not be impaired or affected adversely without the consent of such Holder.

SECTION 6.08. Collection Suit by Trustee. If an Event of Default described in Section 6.01(a), 6.01(b) or 6.01(g) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount owing with respect to the Securities and the amounts provided for in Section 7.07.

SECTION 6.09. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company, any Guarantor or any other obligor upon the Securities or the property of the Company, any Guarantor or of such other obligor or their creditors, the Trustee (irrespective of whether interest installments, Liquidated Damages, if any, the Principal Amount (including, without limitation, the Principal Amount of any Securities (or portions thereof) subject to conversion in a Mandatory Conversion or a conversion at the option of the Holder that have not been converted in full as of such date in accordance with the terms and conditions of this Indenture and the Securities), Make Whole Premium, Fundamental Change Purchase Price or interest, if any, due on overdue amounts in respect of the Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company or the Guarantors for the payment of any such amount) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for any accrued and unpaid interest installments, Liquidated Damages, if any, the whole amount of the Principal Amount (including, without limitation, the Principal Amount of any Securities (or portions thereof) subject to conversion in a Mandatory Conversion that have not been converted in full as of such date in accordance with the terms and conditions of this Indenture and the Securities), Make Whole Premium, Fundamental Change Purchase Price or interest, if any, due on overdue amounts in respect of the Securities, and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel or any other amounts due the Trustee under Section 7.07) and of the Holders allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.10. Priorities. If the Trustee collects any money pursuant to this Article VI, it shall pay out the money in the following order:

FIRST: to the Trustee, its agents and its counsel for amounts due under Section 7.07;

SECOND: to Securityholders for amounts due and unpaid on the Securities for any accrued and unpaid interest installments, Liquidated Damages, Restricted Interest, if any (to the extent not fully paid in shares of Common Stock), the Principal Amount (including, without limitation, the Principal Amount of any Securities (or portions thereof) subject to conversion in a Mandatory Conversion or conversion at the option of a Holder that have not been converted in full as of such date in accordance with the terms and conditions of this Indenture and the Securities), Fundamental Change Purchase Price, to the extent sufficient shares of Common Stock are not issued in respect thereof, the Make Whole Premium, or interest, if any, due on overdue amounts in respect of the Securities, as the case may be, ratably, without preference or priority of any kind, according to such amounts due and payable on the Securities; and

THIRD: the balance, if any, to the Company or the Guarantors or to such other party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Securityholders pursuant to this Section 6.10. At least 15 days before such record date, the Trustee shall mail to each Securityholder and the Company a notice that states the record date, the payment date and the amount to be paid.

SECTION 6.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant (other than the Trustee) in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by Holders of more than 10% in aggregate Principal Amount of the Securities at the time outstanding. This Section 6.11 shall be in lieu of Section 315(e) of the TIA and such Section 315(e) is hereby expressly excluded from this Indenture, as permitted by the TIA.

SECTION 6.12. Waiver of Stay, Extension or Usury Laws. The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury or other law wherever enacted, now or at any time hereafter in force, which would prohibit or forgive the Company from paying all or any portion of any interest installment, Liquidated Damages, if any, the Principal Amount (including, without limitation, the Principal Amount of any Securities (or portions thereof) subject to conversion in a Mandatory Conversion or conversion at the option of the Holder that have not been converted in full as of such date in accordance with the terms and conditions of this Indenture and the Securities), Make Whole Premium, Fundamental Change Purchase Price or interest, if any, due on overdue amounts in respect of the securities, as contemplated herein, or which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE VII
TRUSTEE

SECTION 7.01. Duties of Trustee. (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties that are specifically set forth in this Indenture and no implied covenants or other obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture, but in case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture, but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein.

This Section 7.01(b) shall be in lieu of Section 3.15(a) of the TIA and such Section 315(a) is hereby expressly excluded from this Indenture, as permitted by the TIA.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph (c) does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

Sections 7.01(c)(i), (ii) and (iii) shall be in lieu of Sections 315(d)(1), 315 (d) (2) and 315 (d) (3) of the TIA and such Sections 315 (d) (1), 315 (d) (2) and 315 (d) (3) are hereby expressly excluded from this Indenture, as permitted by the TIA.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to Sections 7.01(a), (b), (c) and (e) .

(e) The Trustee may refuse to perform any duty or exercise any right or power or expend or risk its own funds or otherwise incur any financial liability unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee (acting in any capacity hereunder) shall be under no liability for interest on any money received by it hereunder unless otherwise agreed in writing with the Company.

SECTION 7.02. Rights of Trustee. Subject to the provisions of Section 7.01,

(a) the Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties, and the Trustee need not, and shall not be under any obligation to, investigate any fact or other matter stated in any such document;

(b) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith or negligence on its part, conclusively rely upon an Officers' Certificate and/or an Opinion of Counsel;

(c) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, attorney, custodian or nominee appointed with due care by it hereunder;

(d) the Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith which it reasonably believes to be authorized or within its rights or powers conferred under this Indenture;

(e) the Trustee may consult with counsel selected by it and any advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion of such counsel;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Holders, pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, fees, expenses and liabilities which may be incurred therein or thereby;

(g) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Order and any resolution of the Board of Directors be sufficiently evidenced by a Board Resolution;

(h) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled, during normal business hours and after reasonable prior notice to the Company, to examine the books, records and premises of the Company, personally or by agent or attorney at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation;

(i) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities and this Indenture;

(j) the rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder;

(k) the Trustee may request that the Company deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded; and

(l) neither the Trustee nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted under this Indenture or in connection therewith except to the extent caused by the Trustee's gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review. Anything in this Indenture to the contrary notwithstanding, in no event shall the Trustee be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but no limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(m) The Trustee shall not be required to give any bond or surety in respect of the performance of its duties hereunder.

SECTION 7.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Registrar, Conversion Agent or co-registrar may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

SECTION 7.04. Trustee's Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities, it shall not be accountable for the Company's use or application of the proceeds from the Securities, it shall not be responsible for any statement in any registration statement for the Securities under the Securities Act or in any offering document for the Securities, the Indenture or the Securities (other than its certificate of authentication), or the determination as to which beneficial owners are entitled to receive any notices hereunder.

SECTION 7.05. Notice of Defaults. If a Default occurs and if it is actually known to a Responsible Officer or the Trustee, the Trustee shall give to each Securityholder notice of all current Defaults known to it within 90 days after any such Default occurs or, if later, within 15 days after it is actually known to a Responsible Officer or the Trustee, unless such Default shall have been cured or waived before the giving of such notice. Notwithstanding the preceding sentence, except in the case of a Default described in Sections 6.01(a) and 6.01(b), the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of Securityholders. The second sentence of this Section 7.05 shall be in lieu of the proviso to Section 315(b) of the TIA and such proviso is hereby expressly excluded from this Indenture, as permitted by the TIA.

SECTION 7.06. Reports by Trustee to Holders. Within 60 days after each May 15 beginning with the May 15 following the date of this Indenture, the Trustee shall mail to each Securityholder a brief report dated as of such May 15 that complies with TIA Section 313(a), if required by such Section 313(a). The Trustee also shall comply with TIA Section 313(b).

A copy of each report at the time of its mailing to Securityholders shall be filed with the SEC and each securities exchange, if any, on which the Securities are listed. The Company agrees to notify the Trustee promptly in writing whenever the securities become listed on any securities exchange and of any delisting thereof.

SECTION 7.07. Compensation and Indemnity. The Company agrees:

(a) to pay to the Trustee from time to time, and the Trustee shall be entitled to, such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which compensation shall not be limited (to the extent permitted by law) by any provision of law in regard to the compensation of a trustee of an express trust);

(b) to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture or any documents executed in connection herewith (including the reasonable compensation and the expenses, advances and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence or willful misconduct; and

(c) to indemnify the Trustee or any predecessor Trustee and their agents, officers, directors and employees for, and to hold them harmless against, any and all loss, damage, claim, liability, cost or expense (including attorneys' fees and expenses and taxes (other than taxes based upon, measured by or determined by the income of the Trustee)) incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim (whether asserted by the Company or any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder.

To secure the Company's payment obligations in this Section 7.07, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee, except that held in trust to pay interest installments, Liquidated Damages, if any, the Principal Amount (including, without limitation, the Principal Amount of any Securities (or portions thereof) subject to conversion in a Mandatory Conversion or a conversion at the option of a Holder that have not been converted in full as of such date in accordance with the terms and conditions of this Indenture and the Securities), Fundamental Change Purchase Price or interest, if any, due on overdue amounts, or shares of Common Stock to be issued with respect to any Mandatory Conversion, conversion at the election of any Holder, Restricted Interest or Make Whole Premium, as the case may be, in respect of any particular Securities (or portions thereof).

The Company's payment obligations pursuant to this Section 7.07 shall survive the discharge of this Indenture or the earlier termination or resignation of the Trustee. When the Trustee incurs expenses after the occurrence of a Default specified in Section 6.01(e) or Section 6.01(f), the expenses, including the reasonable charges and expenses of its counsel, are intended to constitute expenses of administration under any bankruptcy law.

SECTION 7.08. Replacement of Trustee. The Trustee may resign by so notifying the Company; *provided*, *however*, that no such resignation shall be effective until a successor Trustee has accepted its appointment pursuant to this Section 7.08. The Holders of a majority in aggregate Principal Amount of the Securities at the time outstanding may remove the Trustee by so notifying the Trustee and the Company. The Company shall remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10;

(b) the Trustee is adjudged bankrupt or insolvent;

(c) a receiver or public officer takes charge of the Trustee or its property; or

(d) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint, by resolution of its Board of Directors, a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company satisfactory in form and substance to the retiring Trustee and the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor

Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Securityholders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07.

If a successor Trustee does not take office within 30 days after the retiring Trustee gives its notice of resignation or is removed, the retiring Trustee, the Company or the Holders of a majority in aggregate Principal Amount of the Securities at the time outstanding may petition any court of competent jurisdiction at the expense of the Company for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Securityholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

SECTION 7.09. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets (including the administration of the trust created by this Indenture) to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

SECTION 7.10. Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of TIA Section 310(a)(1). The Trustee (or its parent holding company) shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. Nothing herein contained shall prevent the Trustee from filing with the SEC the application referred to in the penultimate paragraph of TIA Section 310(b). The Trustee shall comply with TIA Section 310(b); *provided, however*, that there shall be excluded from the operation of TIA Section 310(b)(1) any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Company are outstanding if the requirements for such exclusion set forth in TIA Section 310(b)(1) are met.

SECTION 7.11. Preferential Collection of Claims Against Company. The Trustee shall comply with TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein.

ARTICLE VIII
DISCHARGE OF INDENTURE

SECTION 8.01. Discharge of Liability on Securities. When (i) the Company delivers to the Trustee all outstanding Securities (other than Securities replaced pursuant to Section 2.07) for cancellation or (ii) all outstanding Securities have become due and payable and

the Company deposits with the Trustee Cash, in immediately available funds, sufficient to pay all amounts due and owing on all outstanding Securities (other than Securities replaced pursuant to Section 2.07), and if in either case the Company pays all other sums payable hereunder by the Company, then this Indenture shall, subject to Section 7.07, cease to be of further effect. The Trustee shall join in the execution of a document prepared by the Company acknowledging satisfaction and discharge of this Indenture on demand at the cost and expense of the Company and accompanied by an Officers' Certificate and Opinion of Counsel.

SECTION 8.02. Repayment to the Company. The Trustee and the Paying Agent shall return to the Company upon written request any money held by them for the payment of any amount with respect to the Securities that remains unclaimed for two years, subject to applicable unclaimed property law. After return to the Company, as applicable, Holders entitled to the money must look to the Company for payment as general creditors unless an applicable abandoned property law designates another person and the Trustee and the Paying Agent shall have no further liability to the Securityholders with respect to such money or securities for that period commencing after the return thereof.

ARTICLE IX
AMENDMENTS

SECTION 9.01. Without Consent of Holders. The Company and the Trustee together may amend or supplement this Indenture or the Securities without notice to or consent of any Securityholder or Guarantor:

(a) to comply with Article V or Section 10.12;

(b) to cure any ambiguity, omission, defect or inconsistency;

(c) to make provisions with respect to the conversion right of the Holders pursuant to the requirements of Section 10.12 and Section 10.01;

(d) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities;

(e) to reduce the Conversion Price;

(f) to make any changes that would provide the holders of Securities with any additional rights or benefits;

(g) to make any change that does not adversely affect the rights of any Holder;

(h) to effectuate the release of a Guarantor *provided* that such release is otherwise in accordance with this Indenture; and

(i) to comply with the provisions of the TIA, or with any requirement of the SEC arising as a result of the qualification of this Indenture under the TIA.

SECTION 9.02. With Consent of Holders. The Company, the Guarantors and the Trustee may amend or supplement this Indenture or the Securities without notice to any Securityholder but with the written consent of the Holders of a majority in aggregate Principal Amount of the Securities then outstanding. The Holders of a majority in aggregate Principal Amount of the Securities then outstanding may waive compliance by the Company with restrictive provisions of this Indenture other than as set forth in this Section 9.02 below, and waive any past Default under this Indenture and its consequences, except a Default in the payment of the principal of or interest on any Security or in respect of a provision which under this Indenture cannot be modified or amended without the consent of the Holder of each outstanding Security affected.

Subject to Section 9.04, without the written consent of each Securityholder affected, however, an amendment, supplement or waiver, including a waiver pursuant to Section 6.04, may not:

(a) change the Stated Maturity of the principal of, or any payment date of any installment of interest or Liquidated Damages, if any, on, any Security;

(b) reduce the principal amount of, the Make Whole Amount due in respect of, or the rate of interest or Liquidated Damages, if any, on, any Security, whether upon acceleration, redemption or otherwise, or alter the manner of calculation of interest (including, without limitation, Restricted Interest and the rate of interest during the continuation of an Event of Default) or Liquidated Damages, if any, or the rate of accrual thereof on any Security;

(c) change the currency for payment of principal of, or interest or Liquidated Damages, if any, on any Security;

(d) impair the right to institute suit for the enforcement of any payment of principal of, or interest or Liquidated Damages, if any, on, any Security when due;

(e) adversely affect the conversion rights provided in Article X or with respect to any Mandatory Conversion, Make Whole Premium or issuance of shares of Common Stock in respect of Restricted Interest;

(f) modify the ranking of the Securities or any Guarantee in a manner adverse to the rights of the Holders of the Securities;

(g) after the Company's obligation to purchase the Securities hereunder, to convert the Securities in a Mandatory Conversion or to issue shares in payment of the Make Whole Premium, amend, change or modify in any material respect in a manner adverse to the Holders of the Securities the obligation of the Company to make and consummate a Fundamental Change offer in the event of a Fundamental Change or, after such Fundamental Change has occurred, modify any of the provisions of this Indenture with respect thereto, or modify any provisions relating to the issuance of shares in respect of a Mandatory Conversion or Make Whole Premium after the Company has elected to make a Mandatory Conversion or the Holders have elected to

convert their Securities, in each case, with respect to such Securities selected for Mandatory Conversion by the Company or conversion by the Holders, as the case may be;

(h) reduce the percentage of principal amount of the outstanding Securities necessary to modify or amend this Indenture or to consent to any waiver provided for in this Indenture;

(i) waive a Default in the payment of the principal amount of, or interest or Liquidated Damages, if any, on, or the Fundamental Change Purchase Price in respect of, any Security (except as provided in Section 6.02); or

(j) make any changes in Section 6.04, Section 6.07 or this paragraph.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment under this Section 9.02 becomes effective, the Company shall mail to each Holder a notice briefly describing the amendment. Failure to mail the notice or a defect in the notice shall not effect the validity of the amendment.

SECTION 9.03. Compliance with Trust Indenture Act. Every supplemental indenture executed pursuant to this Article IX shall comply with the TIA.

SECTION 9.04. Revocation and Effect of Consents. Until an amendment, waiver or other action by Holders becomes effective, a consent thereto by a Holder of a Security hereunder is a continuing consent by the Holder and every subsequent Holder of that Security or portion of the Security that evidences the same obligation as the consenting Holder's Security, even if notation of the consent, waiver or action is not made on the Security. However, any such Holder or subsequent Holder may revoke the consent, waiver or action as to such Holder's Security or portion of the Security if the Trustee receives the notice of revocation before the date the amendment, waiver or action becomes effective. After an amendment, waiver or action becomes effective, it shall bind every Securityholder.

SECTION 9.05. Notation on or Exchange of Securities. Securities authenticated and delivered after the execution of any supplemental indenture pursuant to this Article IX may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities so modified as to conform, in the opinion of the Trustee and the Board of Directors of the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for outstanding Securities.

SECTION 9.06. Trustee to Sign Supplemental Indentures. The Trustee shall sign any supplemental indenture authorized pursuant to this Article IX if the amendment contained therein does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may, but need not, sign such supplemental indenture. In signing such supplemental indenture the Trustee shall receive, and (subject to the provisions of Section 7.01)

shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture, and, solely with respect to such Officer's Certificate stating that all conditions precedent to the execution of such amendment have been met.

SECTION 9.07. Effect of Supplemental Indentures. Upon the execution of any supplemental indenture under this Article IX, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes, and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

ARTICLE X
CONVERSIONS

SECTION 10.01. Conversion Privilege. Subject to the limitations on conversion set forth in Section 10.16 of this Indenture and paragraph 8 of the Security, a Holder of a Security may convert such Security into Common Stock (the shares of Common Stock issuable upon such conversion, the "Conversion Shares"), at the Conversion Price then in effect.

The number of shares of Common Stock issuable upon conversion of a Security shall be determined by the Company by dividing the principal amount of the Security or portion thereof surrendered for conversion by the Conversion Price in effect on the Conversion Date. The initial Conversion Price is set forth in paragraph 8 of the Securities and is subject to adjustment as provided in this Article X.

A Holder may convert the principal amount of a Security equal to $1,000 or any integral multiple thereof. Provisions of this Indenture that apply to conversion of all of a Security also apply to conversion of $1,000 principal amount or multiples thereof of less than all of a Security.

If a Security is subject to Mandatory Conversion pursuant to Article III, the right to convert such Security shall terminate at the close of business on the second Business Day before the Mandatory Conversion Date for such Security (unless the Company shall default in delivering the shares required to be delivered in connection with such Mandatory Conversion to the Conversion Agent as required pursuant to the terms of this Indenture and the Securities, in which case the conversion right shall terminate on the date such default is cured and such Security is converted pursuant to such Mandatory Conversion). A Security in respect of which a Holder has delivered a Fundamental Change Purchase Notice pursuant to Section 3.07 exercising the option of such Holder to require the Company to repurchase such Security may be converted only if such Fundamental Change Purchase Notice is withdrawn by a written notice of withdrawal delivered to the Paying Agent prior to the close of business on the Business Day prior to the close of business on the Fundamental Change Purchase Date in accordance with Section 3.08.

A Holder of Securities is not entitled to any rights of a holder of Common Stock until such Holder has converted its Securities into Common Stock and, upon such conversion, only to the extent such Securities are deemed to have been converted into Common Stock pursuant to this Article X.

Upon conversion of the Securities by a Holder pursuant to this Article X or pursuant to a Mandatory Conversion at the option of the Company pursuant to paragraph 5 of the Securities, the Company shall also pay to such Holder a make whole premium ("Make Whole Premium") on each Security converted equal to the sum of undiscounted interest that would have been paid on the principal amount of such Security from the last date interest was paid on such Security immediately prior to such conversion or Mandatory Conversion, as the case may be, through and including the Stated Maturity as though such Security had remained outstanding through the Stated Maturity. The Make Whole Premium will be payable in shares of Common Stock at a price per share of Common Stock (the "Make Whole Premium Conversion Price") equal to 95% of the simple arithmetic average of the Weighted Average Price of the shares of Common Stock (as reported by Bloomberg) for each of the, (x) with respect to a conversion other than a Mandatory Conversion, five (5) consecutive Trading Days ending on the second (2nd) Trading Day immediately preceding the date of such conversion, and (y) with respect to a Mandatory Conversion, 10 consecutive Trading Days ending on the second (2nd) Trading Day immediately preceding such Mandatory Conversion Date; *provided* that in no event shall the Make Whole Premium Conversion Price be less than $0.38 per share of Common Stock (as appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction) or greater than the Conversion Price then in effect; *provided*, *further*, that for the purposes hereof, the number of shares of Common Stock issuable with respect to the Make Whole Premium will be subject to the limitations set forth in Section 10.16 and in paragraph 8 of the Security.

SECTION 10.02. Conversion Procedure. To convert a Security, a Holder must satisfy the requirements in paragraph 8 of the Securities and (i) complete and manually sign the conversion notice on the back of the Security and deliver such notice to the Conversion Agent, (ii) surrender the Security to the Conversion Agent, (iii) furnish appropriate endorsements and transfer documents if required by the Registrar or the Conversion Agent, (iv) pay any transfer or other tax, if required by Section 10.04 and (v) if the Security is held in book-entry form, complete and deliver to the Depositary appropriate instructions pursuant to the Depositary's book-entry conversion programs. The date on which the Holder satisfies all of the foregoing requirements is the "Conversion Date". As soon as practicable, but in no event more than three (3) Business Days, after the Conversion Date, the Company shall deliver to the Holder through the Conversion Agent a book-entry notation of the number of whole shares of Common Stock issuable upon the conversion.

The person in whose name the certificate is registered shall be deemed to be a stockholder of record on the Conversion Date; *provided*, *however*, that no surrender of a Security on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the person or persons entitled to receive the shares of Common Stock upon such conversion as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the person or persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; *provided*, *further*, that such conversion shall be at the Conversion Price in effect on the date that such

Security shall have been surrendered for conversion, as if the stock transfer books of the Company had not been closed. Upon conversion of a Security, such person shall no longer be a Holder of such Security.

No payment or adjustment will be made for accrued interest, if any, or Liquidated Damages, if any, on a converted Security (except with respect to the payment of the Make Whole Premium) or for dividends or distributions on shares of Common Stock issued upon conversion of a Security (*provided* that the shares of Common Stock received upon conversion of Securities shall continue to accrue Liquidated Damages, as applicable, in accordance with the Registration Rights Agreement and shall be entitled to receive, at the next interest payment date, any accrued and unpaid Liquidated Damages with respect to the converted Securities), but if any Holder surrenders a Security for conversion between the record date for the payment of an installment of interest and the next interest payment date, then, notwithstanding such conversion, the interest or Liquidated Damages, if any, payable on such interest payment date shall be paid to the Holder of such Security on such record date. In such event, such Security, when surrendered for conversion, must be accompanied by delivery of a check payable to the Conversion Agent in an amount equal to the interest or Liquidated Damages, if any, payable on such interest payment date on the portion so converted. If such payment does not accompany such Security, the Security shall not be converted; *provided*, *however*, that no such check shall be required if such Security is subject to a Mandatory Conversion on a Mandatory Conversion Date within the period between and including such record date and such interest payment date, or if such Security is surrendered for conversion on the interest payment date. If the Company defaults in the payment of interest or Liquidated Damages, if any, payable on the interest payment date, the Conversion Agent shall repay such funds to the Holder. The Conversion Rate, Conversion Price and the Make Whole Premium shall be calculated by the Company and communicated to the Trustee in the form of an Officers' Certificate.

If a Holder converts more than one Security at the same time, the number of shares of Common Stock issuable upon the conversion shall be based on the aggregate principal amount of Securities converted.

Upon surrender of a Security that is converted in part, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder, a new Security equal in principal amount to the unconverted portion of the Security surrendered.

SECTION 10.03. Adjustments Below Par Value. Before taking any action which would cause an adjustment decreasing the Conversion Price so that the shares of Common Stock issuable upon conversion of the Securities would be issued for less than the par value of such Common Stock, the Company will take all corporate action which may be necessary in order that the Company may validly and legally issue fully paid and nonassessable shares of such Common Stock at such adjusted Conversion Price.

SECTION 10.04. Taxes on Conversion. If a Holder converts a Security, the Company shall pay any documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock upon such conversion. However, the Holder shall pay any such tax which is due because the Holder requests the shares to be issued in a name other than the Holder's name. The Conversion Agent may refuse to deliver the certificates representing the

Common Stock being issued in a name other than the Holder's name until the Conversion Agent receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

SECTION 10.05. Company to Provide Stock. The Company shall, prior to issuance of any Securities hereunder, and from time to time as may be necessary, reserve, out of its authorized but unissued Common Stock a sufficient number of shares of Common Stock to permit the conversion of all outstanding Securities for shares of Common Stock and the issuance of shares in connection with the Make Whole Premium and the payment of Restricted Interest; *provided*, *however*, that the Company shall not be required to reserve an amount of shares in excess of the limitation set forth in Section 10.16 to the extent such limitation is then applicable. The shares of Common Stock or other securities issued upon conversion of Securities bearing a Legend as provided in Section 2.06(f) shall bear a legend substantially in the following form:

"THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR AN ACCREDITED INVESTOR (AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT) IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, (II) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (III) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE."

No fractional shares of Common Stock shall be issued upon conversion of Securities. If more than one Security shall be surrendered for conversion at one time by the same holder, the number of full shares which shall be issuable upon conversion shall be computed on the basis of the aggregate principal amount of the Securities (or specified portions thereof to the extent permitted hereby) so surrendered, with any fractional share of Common Stock that would have been issuable upon the conversion of any Security or Securities, rounded up to the nearest whole share of Common Stock.

The Company covenants that all shares of Common Stock delivered upon conversion of the Securities shall be newly issued shares or treasury shares, shall be duly authorized, validly issued, fully paid and non-assessable and shall be free from preemptive rights and free of any lien or adverse claim.

The Company will endeavor promptly to comply with all federal and state securities laws regulating the offer and delivery of shares of Common Stock upon conversion of Securities, if any, and will list or cause to be approved for listing or included for quotation, as the case may be, such shares of Common Stock on each national securities exchange or in the over-the-counter market or such other market on which the Common Stock is then listed or quoted.

SECTION 10.06. Adjustment of Conversion Rate. The conversion rate (the "Conversion Rate") shall be the initial conversion rate set forth in paragraph 8 of the form of Security attached hereto as Exhibit A-1 and shall be adjusted from time to time by the Company if any of the following events occurs:

(a) If the Company, at any time or from time to time while any of the Securities are outstanding, exclusively issues shares of Common Stock as a dividend or distribution on shares of Common Stock, or if the Company effects a share split or share combination, then the Conversion Rate will be adjusted based on the following formula

$$CR' = \frac{CR_0 \times OS'}{OS_0}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the Ex-Date of such dividend or distribution, or the effective date of such share split or share combination, as applicable;

CR' = the Conversion Rate in effect immediately after such Ex-Date or effective date;

OS_0 = the number of shares of Common Stock outstanding immediately prior to such Ex-Date or effective date; and

OS' = the number of shares of Common Stock outstanding immediately after such Ex-Date or effective date.

Such adjustment shall become effective immediately after the opening of business on the day following the record date for such dividend or distribution, or the date fixed for determination for such share split or share combination. If any dividend or distribution of the type described in this Section 10.06(a) is declared but not so paid or made, the Conversion Rate shall again be adjusted to the Conversion Rate which would then be in effect if such dividend or distribution had not been declared.

(b) If the Company, at any time or from time to time while any of the Securities are outstanding, issues to all holders of Common Stock any rights or warrants entitling them for a period of not more than 60 calendar days to subscribe for or purchase shares of Common Stock at a price per share less than the average of the Last Reported Sale Prices of Common Stock for the 10 consecutive Trading Day period ending on the Business Day immediately preceding the date of announcement of such issuance, the Conversion Rate shall be adjusted based on the following formula (*provided* that the Conversion Rate will be readjusted to the extent such rights or warrants are not exercised prior to their expiration):

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the Ex-Date for such issuance;

CR' = the Conversion Rate in effect immediately after such Ex-Date;

OS_0 = the number of shares of Common Stock outstanding immediately after such Ex-Date;

X = the total number of shares of Common Stock issuable pursuant to such rights; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights divided by the average of the Last Reported Sale Prices of Common Stock for the 10 consecutive Trading Day period ending on the Business Day immediately preceding the date of announcement of the issuance of such rights.

To the extent such rights or warrants are not exercised prior to their expiration or termination, the Conversion Rate shall be readjusted to the Conversion Rate which would then be in effect had the adjustments made upon the issuance of such rights or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered. In the event that such rights or warrants are not so issued, the Conversion Rate shall again be adjusted to be the Conversion Rate which would then be in effect if the date fixed for the determination of stockholders entitled to receive such rights or warrants had not been fixed. In determining whether any rights or warrants entitle the holders to subscribe for or purchase shares of Common Stock at less than the average of the Last Reported Sale Prices of Common Stock for the 10 consecutive Trading Day period ending on the Business Day immediately preceding the date of announcement of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received for such rights or warrants and the value of such consideration, if other than cash, as shall be determined in good faith by the Board of Directors of the Company.

For the purposes of this Section 10.06(b), rights or warrants distributed by the Company to all holders of Common Stock entitling them to subscribe for or purchase shares of the Company's Capital Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events (a "Trigger Event"): (i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of Common Stock, shall be deemed not to have been distributed for purposes of this Section 10.06(b), (and no adjustment to the Conversion Rate under this Section 10.06(b) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 10.06(b). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of Indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights or warrants with such rights (and a termination or expiration of the existing rights or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 10.06(b) was made, (x) in the case of any such rights or warrants which shall all have been redeemed or purchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final purchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or purchase price received by a holder of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all applicable holders of Common Stock as of the date of such redemption or purchase, and (y) in the case of such rights or warrants which shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights and warrants had not been issued.

(c) If the Company, at any time or from time to time while the Securities are outstanding, distributes shares of any class of Capital Stock of the Company, evidences of Indebtedness or other assets or property of the Company to all holders of its Common Stock, excluding: (i) dividends or distributions referred to in Section 10.06(a); (ii) rights or warrants referred to in Section 10.06(b); (iii) dividends or distributions paid exclusively in cash; and (iv) Spin-Offs (as defined below) to which the provisions set forth below in this Section 10.06(c) shall apply; then the Conversion Rate will be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the Ex-Date for such distribution;

CR' = The Conversion Rate in effect immediately after such Ex-Date;

SP_0 = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading-Day period ending on the Business Day immediately preceding the Ex-Date for such distribution; and

FMV = the Fair Market Value (as determined by the Board of Directors of the Company) of the shares of Capital Stock, evidences of Indebtedness, assets or property distributed with respect to each outstanding share of the Common Stock on the Record Date for such distribution.

Such adjustment shall become effective immediately prior to the opening of business on the day following the record date for such distribution. If the Board of Directors of the Company determines the Fair Market Value of any distribution for purposes of this Section 10.06(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in computing the average of the Last Reported Sale Prices of the Common Stock.

With respect to an adjustment pursuant to this Section 10.06(c) where there has been a payment of a dividend or other distribution on the Common Stock of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit (a "Spin-Off"), the Conversion Rate in effect immediately before 5:00 p.m., New York City time, on the effective date of the Spin-Off shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the effective date of the adjustment;

CR' = the Conversion Rate in effect immediately after the effective date of the adjustment;

FMV_0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off; and

MP_0 = the average of the Last Reported Sale Prices of Common Stock over the first ten consecutive Trading Day period after the effective date of the Spin-Off.

The adjustment to the Conversion Rate under the preceding paragraph will occur on the tenth Trading Day from, and including, the effective date of the Spin-Off; *provided* that in respect of any conversion within the 10 Trading Days following the effective date of any Spin-Off, references within this Section 10.06(c) to "10 days" shall be deemed replaced with such lesser number of Trading Days as have elapsed between the effective date of such Spin-Off and the Conversion Date in determining the applicable Conversion Rate.

(d) If any cash dividend or other distribution is made to all holders of Common Stock, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where

CR_0 = the Conversion Rate in effect immediately prior to the Ex-Date for such distribution;

CR' = the Conversion Rate in effect immediately after the Ex-Date for such distribution;

SP_0 = the Last Reported Sale Price of a share of Common Stock on the Trading Day immediately preceding the Ex-Date for such distribution; and

C = the amount in cash per share the Company distributes to holders of Common Stock.

(e) If the Company or any Subsidiary makes a payment in respect of a tender offer or exchange offer for Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, the Conversion Rate shall be increased based on the following formula:

$$CR' = CR_0 \times \frac{AC + (SP' \times OS')}{OS_0 \times SP'}$$

where

CR_0 = the Conversion Rate in effect on the date the tender or exchange offer expires;

CR' = the Conversion Rate in effect on the day next succeeding the date the tender or exchange offer expires;

AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares purchased in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;

OS' = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires; and

SP' = the average of the Last Reported Sale Prices of Common Stock over the 10 consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires.

The adjustment to the Conversion Rate under this Section 10.06(e) shall occur on the tenth Trading Day from, and including, the Trading Day next succeeding the date such tender or exchange offer expires; *provided* that in respect of any conversion within the 10 Trading Days beginning on the Trading Day next succeeding the date the tender or exchange offer expires, references within this Section 10.06(e) to "10 days" shall be deemed replaced with such lesser number of Trading Days as have elapsed between the Trading Day next succeeding the date the tender or exchange offer expires and the Conversion Date in determining the applicable Conversion Rate.

If the Company is obligated to purchase shares pursuant to any such tender or exchange offer, but the Company is permanently prevented by applicable law from effecting any such purchases or all such purchases are rescinded, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such tender or exchange had not been made.

(f) As used in this Section 10.06, "Ex-Date" shall mean the first date on which the shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance or distribution in question.

(g) For purposes of this Section 10.06, "record date" shall mean, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any

combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors of the Company or by statute, contract or otherwise).

(h) All calculations under this Article X shall be made by the Company.

(i) For purposes of this Section 10.06, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company so long as the Company does not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company, but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

(j) Notwithstanding the foregoing, if the application of the foregoing formulas would result in a decrease in the Conversion Rate (other than as a result of a reverse stock split or a stock combination), no adjustment to the Conversion Rate (or the Conversion Price) shall be made.

(k) In any case in which this Section 10.06 shall require that an adjustment be made immediately following a record date established for purposes of Section 10.06, the Company may elect to defer (but only until five Business Days following the filing by the Company with the Trustee of the certificate described in Section 10.06) issuing to the holder of any Security converted after such record date the shares of Common Stock and other Capital Stock of the Company issuable upon such conversion over and above the shares of Common Stock and other Capital Stock of the Company issuable upon such conversion only on the basis of the Conversion Price prior to adjustment; and, in lieu of the shares the issuance of which is so deferred, the Company shall issue or cause its transfer agents to issue due bills or other appropriate evidence of the right to receive such shares.

(l) If after an adjustment a Holder of a Security upon conversion of such Security may receive shares of two or more classes of Capital Stock of the Company, the Conversion Price shall thereafter be subject to adjustment upon the occurrence of an action taken with respect to any such class of Capital Stock as is contemplated by this Article X with respect to the Common Stock, on terms comparable to those applicable to Common Stock in this Article X.

(m) Company shall not take any action which would result in a change in the Conversion Rate (and the proportionate change in the limitation on the issuance of shares of Common Stock in respect of the Securities pursuant to Section 10.16), unless the Company can thereafter issue shares of Common Stock up to such the limitation set forth in Section 10.16 as so adjusted without violating a rule or regulation of the Principal Market on which the Common Stock is then listed.

SECTION 10.07. No Adjustment.

(a) No adjustment to the Conversion Rate (or the Conversion Price) will be required unless the adjustment would require an increase or decrease of at least 1% of the Conversion Rate. If the adjustment is not made because the adjustment does not change the Conversion Rate by at least 1%, then the adjustment that is not made will be carried forward and taken into account in any future adjustment. All calculations under this Article X will be made to the nearest cent or to the nearest 1/1,000th of a share of Common Stock, as the case may be.

(b) No adjustment to the Conversion Rate shall be made pursuant to Section 10.06 if the Holders of the Securities may participate in the transaction (based on the Conversion Rate or the Conversion Price) that would otherwise give rise to an adjustment pursuant to Section 10.06 without having to convert their Securities; *provided* that an adjustment shall be made at such time as the Holders are no longer entitled to participate.

(c) Notwithstanding anything to the contrary in this Article X, no adjustment to the Conversion Rate (or the Conversion Price) shall be made:

(i) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of Common Stock under any plan;

(ii) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any Subsidiary;

(iii) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) above outstanding as of the date of this Indenture;

(iv) for a change in the par value of the Common Stock or a change to no par value of the Common Stock;

(v) for accrued and unpaid interest, including Liquidated Damages, if any; or

(vi) to the extent that the Securities become convertible into cash in accordance with the terms and conditions of this Indenture and the Securities, no adjustment need be made thereafter as to the cash, and interest will not accrue on the cash.

(d) No adjustment to the Conversion Rate (or the Conversion Price) shall be made for the Company's issuance of Common Stock or securities convertible into or exchangeable for shares of Common Stock or rights to purchase Common Stock or convertible or exchangeable securities, other than as provided in this Article X.

SECTION 10.08. Equivalent Adjustments. In the event that, as a result of an adjustment made pursuant to Section 10.06 above, the Holder of any Security thereafter surrendered for conversion shall become entitled to receive any shares of Capital Stock of the Company other than shares of its Common Stock, thereafter the Conversion Rate (and the Conversion Price) for such other shares so receivable upon conversion of any Securities shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to Common Stock contained in this Article X.

SECTION 10.09. Adjustment for Tax Purposes. The Company shall be entitled to make such increases in the Conversion Rate (and resulting reductions in the Conversion Price), in addition to any adjustments made pursuant to Section 10.06, as the Board of Directors of the Company considers to be advisable in order that any stock dividends, subdivision of shares, distribution of rights to purchase stock or securities, or a distribution or securities convertible into or exchangeable for shares of Common Stock or other Capital Stock hereafter made by the Company to its stockholders shall not be taxable or such tax shall be diminished.

SECTION 10.10. Notice of Adjustment. Whenever the Conversion Rate (or the Conversion Price) is adjusted, the Company shall promptly file with the Trustee and any Conversion Agent an Officers' Certificate setting forth the Conversion Rate and the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment and file a Current Report on Form 8-K with the SEC to disclose such adjustment and such statement. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Rate and the Conversion Price and may assume without inquiry that the last Conversion Rate and Conversion Price of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Rate and the Conversion Price setting forth the adjusted Conversion Rate and the adjusted Conversion Price and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Rate and the Conversion Price to each Securityholder at such Holder's last address appearing on the list of Securityholders provided for in Section 2.05, within 20 days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

SECTION 10.11. Notice of Certain Transactions. In case:

(a) the Company shall declare a dividend (or any other distribution) on its Common Stock (other than in cash out of retained earnings); or

(b) the Company shall authorize the granting to the holders of its Common Stock of rights, warrants or options to subscribe for or purchase any share of any class or any other rights, warrants or options; or

(c) of any reclassification of the Common Stock of the Company (other than a subdivision or combination of its outstanding Common Stock, or a change

in par value, or from par value to no par value, or from no par value to par value), or of any consolidation, merger, or share exchange to which the Company is a party and for which approval of any stockholders of the Company is required, or of the sale or transfer of all or substantially all of the assets of the Company; or

(d) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company;

the Company shall cause to be filed with the Trustee and the Conversion Agent and to be mailed to each Holder of Securities at its address appearing on the list provided for in Section 2.05, as promptly as possible but in any event at least fifteen days prior to the applicable date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights, warrants or options, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined, or (y) the date on which such reclassification, consolidation, merger, share exchange, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, share exchange, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, share exchange, transfer, dissolution, liquidation or winding-up.

SECTION 10.12. Effect of Reclassification, Consolidation, Merger, Share Exchange or Sale on Conversion Privilege. If any of the following shall occur, namely: (i) any reclassification or change of outstanding shares of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination); (ii) any consolidation, combination, merger or share exchange to which the Company is a party other than a merger in which the Company is the continuing corporation and which does not result in any reclassification of, or change (other than a change in name, or par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination) in, outstanding shares of Common Stock; or (iii) any sale or conveyance of all or substantially all of the assets of the Company, then the Company, or such successor or purchasing corporation, as the case may be, shall, as a condition precedent to such reclassification, change, consolidation, merger, share exchange, sale or conveyance, execute and deliver to the Trustee a supplemental indenture providing that the Holder of each Security then outstanding shall have the right to convert such Security into the kind and amount of shares of Capital Stock and other securities and property (including cash) receivable upon such reclassification, change, consolidation, merger, share exchange, sale or conveyance by a holder of the number of shares of Common Stock deliverable upon conversion of such Security immediately prior to such reclassification, change, consolidation, merger, share exchange, sale or conveyance. Such supplemental indenture shall provide for adjustments of the Conversion Price which shall be as nearly equivalent as may be practicable to the adjustments of the Conversion Price provided for in this Article X. If, in the case of any such consolidation, merger, share exchange, sale or conveyance, the stock or other securities and property (including cash)

receivable thereupon by a holder of Common Stock includes shares of Capital Stock or other securities and property of a corporation other than the successor or purchasing corporation, as the case may be, in such consolidation, merger, share exchange, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Securities as the Board of Directors of the Company shall reasonably consider necessary by reason of the foregoing. The provision of this

Section 10.12 Conversion Procedure. shall similarly apply to successive consolidations, mergers, share exchanges, sales or conveyances. Notwithstanding the foregoing, a distribution by the Company to all holders of its Common Stock for which an adjustment to the Conversion Price or provision for conversion of the Securities may be made pursuant to Section 10.06 shall not be deemed to be a sale or conveyance of all or substantially all of the assets of the Company for purposes of this Section 10.12.

In the event the Company shall execute a supplemental indenture pursuant to this Section 10.12, the Company shall promptly file with the Trustee an Opinion of Counsel stating that such supplemental indenture is authorized or permitted by this Indenture and an Officers' Certificate briefly stating the reasons therefor, the kind or amount of shares of stock or securities or property (including cash) receivable by Holders of the Securities upon the conversion of their Securities after any such reclassification, change, consolidation, merger, share exchange, sale or conveyance, any adjustment to be made with respect thereto and that all conditions precedent have been complied with.

SECTION 10.13. Trustee's Disclaimer. The Trustee has no duty to determine any calculations in this Article X nor shall it have any duty to determine when an adjustment under this Article X should be made, how it should be made or what such adjustment should be made, but may accept as conclusive evidence of the correctness of any such adjustment, and shall be protected in relying upon, the Officers' Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 10.10. The Trustee shall not be accountable for and makes no representation as to the validity or value of any securities or assets issued upon conversion of Securities, and the Trustee shall not be responsible for the Company's failure to comply with any provisions of this Article X. Each Conversion Agent (other than the Company or an Affiliate of the Company) shall have the same protection under this Section 10.13 as the Trustee.

The Trustee shall not be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture executed pursuant to Section 10.12, but may accept as conclusive evidence of the correctness thereof, and shall be protected in relying upon, the Officers' Certificate with respect thereto which the Company is obligated to file with the Trustee pursuant to Section 10.12.

SECTION 10.14. Voluntary Increase of the Conversion Rate. The Company from time to time may increase the Conversion Rate (and thereby reduce the Conversion Price) by any amount for a period of at least 20 days and the Board of Directors of the Company shall have made a determination that such increase would be in the best interests of the Company, which determination shall be conclusive. Whenever the Conversion Rate is increased (and the

Conversion Price reduced) pursuant to this Section 10.14, a notice of the increase in the Conversion Rate and resulting decrease in the Conversion Price must be disclosed in accordance with Section 10.10 and must be mailed to Holders at least 15 days prior to the date the increased Conversion Rate and decreased Conversion Price takes effect, which notice shall state the increased Conversion Rate, the decreased Conversion Price and the period during which such Conversion Rate and Conversion Price will be in effect.

SECTION 10.15. Simultaneous Adjustments. If more than one event requiring adjustment pursuant to this Article X shall occur before completing the determination of the Conversion Rate and the Conversion Price for the first event requiring such adjustment, then the Board of Directors (whose determination shall, if made in good faith, be conclusive) shall make such adjustments to the Conversion Rate (and the calculation thereof) after giving effect to all such events as shall preserve for Securityholders the Conversion Rate and Conversion Price protection provided in this Article X.

SECTION 10.16. Limitation on Conversion and Issuance of Shares. Notwithstanding anything to the contrary set forth in this Indenture or in the Securities, the maximum number of shares of Common Stock which can be issued in respect of the Securities upon conversion (whether pursuant to Article X or upon a Mandatory Conversion), Restricted Interest, Make Whole Premium or otherwise shall be limited to 201,880,000 shares of Common Stock in the aggregate for $70,000,000 in aggregate Principal Amount of Securities as of the date of this Indenture. The limitation set forth in this Section 10.16 shall be adjusted to reflect any adjustments in the Conversion Rate to be made in accordance with this Article X, and shall apply pro rata to all Securities issued under this Indenture. To the extent any shares of Common Stock are restricted from being issued to a Securityholder in respect of such limitation, the Securityholder shall not receive any cash or other consideration in lieu of such shares. This limitation shall terminate and cease to be of force and effect if the holders of the Common Stock of the Company approve the termination of such limitation. The Company covenants and agrees to disclose in its Quarterly Reports on Form 10-Q and its Annual Report on Form 10-K to be filed with the SEC from and after the date of this Indenture so long as any Securities remain outstanding, which disclosure will set forth the then outstanding aggregate principal amount of the Securities and the maximum number of shares of Common Stock which may be issued in connection therewith after taking into account any conversions of Securities and the payment of Restricted Interest and the Make Whole Premium as of the end of the fiscal period to which such report relates and, to the extent available, as of a more recent date for which such information is available at the time such report is filed with the SEC.

ARTICLE XI
GUARANTEES

SECTION 11.01. Guarantees.

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Guarantors hereby jointly and severally and irrevocably and unconditionally guarantees to the Trustee and to each Holder of a Security authenticated and delivered by the Trustee irrespective of the validity or enforceability of this Indenture or the Securities or the Obligations of the Company and

the Guarantors under this Indenture, that: (i) the principal of, premium, if any, and any interest on the Securities (including, without limitation, any interest that accrues after the filing of a proceeding of the type described in Sections 6.01(e) and (f), Restricted Interest and Make Whole Premium), Liquidated Damages, if any, on the Securities and any fees, expenses and other amounts owing under this Indenture will be duly and punctually paid in full when due, whether at Stated Maturity, by acceleration, call for Mandatory Conversion, upon a Fundamental Change Offer, purchase or otherwise, and interest on the overdue principal and (to the extent permitted by law) interest, if any, on the Securities and any other amounts due in respect of the Securities, and all other Obligations of the Company and the Guarantors to the Holders of the Securities under this Indenture and the Securities, whether now or hereafter existing, will be promptly paid in full or performed, all strictly in accordance with the terms hereof and of the Securities; and (ii) in case of any extension of time of payment or renewal of any Securities or any of such other Obligations, the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration, call for Mandatory Conversion, upon a Fundamental Change Offer, purchase or otherwise. If payment is not made when due of any amount so guaranteed for whatever reason, each Guarantor shall be jointly and severally obligated to pay the same individually whether or not such failure to pay has become an Event of Default which could cause acceleration pursuant to Section 6.02. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection. An Event of Default under this Indenture or the Securities shall constitute an Event of Default under this Guarantee, and shall entitle the Holders to accelerate the Obligations of each Guarantor hereunder in the same manner and to the same extent as the Obligations of the Company. This Guarantee is intended to be superior to or *pari passu* in right of payment with all indebtedness of the Guarantors and each Guarantor's Obligations are independent of any Obligation of the Company or any other Guarantor.

(b) Each Guarantor waives presentation to, demand of, payment from and protest to the Company of any of the Obligations under this Indenture or the Securities and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Securities or the Obligations. The Obligations of each Guarantor hereunder shall not be affected by (a) the failure of any Holder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Company or any other Person under this Indenture, the Securities or any other agreement or otherwise; (b) any extension or renewal of any guarantee thereof; (c) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Securities or any other agreement; (d) the release of any security held by any Holder or the Trustee for the Obligations or any of them; (e) the failure of any Holder or the Trustee to exercise any right or remedy against any other guarantor of the Obligations; or (f) any change in the ownership of such Guarantor.

(c) The Obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Obligations of the Company or

otherwise. Without limiting the generality of the foregoing, the Obligations of each Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Securities or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations of the Company, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of such Guarantor or would otherwise operate as a discharge of such Guarantor as a matter of law or equity.

(d) Each Guarantor further agrees that its Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of, premium, if any, on or interest and Liquidated Damages, if any, on any Obligation of the Company is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Company or otherwise.

(e) In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Company to pay the principal of, premium, if any, on or interest on any Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Obligation, each Guarantor hereby promises to and will, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders or the Trustee an amount equal to the sum of (i) the unpaid amount of such Obligations, (ii) accrued and unpaid interest on such Obligations (but only to the extent not prohibited by law) and (iii) all other monetary Obligations of the Company to the Holders and the Trustee.

(f) Until such time as the Securities and the other Obligations of the Company guaranteed hereby have been satisfied in full, each Guarantor hereby irrevocably waives any claim or other rights that it may now or hereafter acquire against the Company or any other Guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's Obligations under this Guarantee, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Holders or the Trustee against the Company or any other Guarantor or any security, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Company or any other Guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right. If any amount shall be paid to such Guarantor in violation of the preceding sentence at any time prior to the later of the payments in full of the Securities and all other amounts payable under this Indenture, this Guarantee and the Stated Maturity of the Securities, such amount shall be held in trust for the benefit of the Holders and the Trustee and shall forthwith be paid to the Trustee to be credited and applied to the Securities and all other amounts payable under this Guarantee, whether matured or unmatured, in accordance with the terms of this Indenture, or to be held as security for any Obligations or other amounts payable under this Guarantee thereafter arising.

(g) Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the waiver set forth in this Section 11.01 is knowingly made in contemplation of such benefits. Each Guarantor further agrees that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, (x) subject to this Article XI, the maturity of the Obligations guaranteed hereby may be accelerated as provided in Article VI for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby, and (y) in the event of any acceleration of such Obligations guaranteed hereby as provided in Article VI, such Obligations (whether or not due and payable) shall further then become due and payable by the Guarantors for the purposes of this Guarantee.

(h) A Guarantor that makes a distribution or payment under a Guarantee shall be entitled to contribution from each other Guarantor in a pro rata amount based on the Adjusted Net Assets of each such other Guarantor for all payments, damages and expenses incurred by that Guarantor in discharging the Company's obligations with respect to the Securities and this Indenture or any other Guarantor with respect to its Guarantee, so long as the exercise of such right does not impair the rights of the Holders of the Securities under the Guarantees.

(i) Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees) incurred by the Trustee or any Holder in enforcing any rights under this Section.

SECTION 11.02. Limitation on Liability.

Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Obligations guaranteed hereunder by any Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to such Guarantor, void, voidable or unenforceable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. To effectuate the foregoing intention, the Obligations of each Guarantor shall be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the Obligations of such other Guarantor under its Guarantee or pursuant to its contribution Obligations hereunder, result in the Obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law or otherwise not being void, voidable or unenforceable under any bankruptcy, reorganization, receivership, insolvency, liquidation or other similar legislation or legal principles under any applicable foreign law. Each Guarantor that makes a payment or distribution under a Guarantee shall be entitled to a contribution from each other Guarantor in a pro rata amount based on the Adjusted Net Assets of each Guarantor.

SECTION 11.03. Execution and Delivery of Guarantees.

To further evidence its Guarantee set forth in Section 11.01 hereof, each Guarantor hereby agrees that notation of such Guarantee shall be endorsed on each Security authenticated and delivered by the Trustee and executed by either manual or facsimile signature of an authorized officer of such Guarantor. Each Guarantor hereby agrees that its Guarantee set forth in Section 11.01 hereof shall remain in full force and effect notwithstanding any failure to endorse on each Security a notation of such Guarantee. If an officer of a Guarantor whose signature is on this Indenture or a Security no longer holds that office at the time the Trustee authenticates such Security or at any time thereafter, such Guarantor's Guarantee of such Security shall be valid nevertheless. The delivery of any Security by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of any Guarantee set forth in this Indenture on behalf of the Guarantor.

SECTION 11.04. When a Guarantor May Merge, etc.

No Guarantor shall consolidate with or merge with or into (whether or not such Guarantor is the surviving person) another corporation, Person or entity whether or not affiliated with such Guarantor (but excluding any consolidation, amalgamation or merger if the surviving corporation is no longer a Subsidiary) unless (i) subject to the provisions of Section 11.07 hereof, the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) assumes all the Obligations of such Guarantor pursuant to a supplemental indenture in form reasonably satisfactory to the Trustee under the Securities and this Indenture and (ii) immediately after giving effect to such transaction, no Default or Event of Default exists. In connection with any such consolidation or merger, the Trustee shall be entitled to receive an Officers' Certificate and an Opinion of Counsel stating that such consolidation or merger is permitted by this Section 11.04.

SECTION 11.05. No Waiver.

Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article XI shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article XI at law, in equity, by statute or otherwise.

SECTION 11.06. Modification.

No modification, amendment or waiver of any provision of this Article XI, nor the consent to any departure by any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Guarantor in any case shall entitle such Guarantor to any other or further notice or demand in the same, similar or other circumstances.

SECTION 11.07. Release of Guarantor.

Upon the sale or other transfer of all or substantially all of the Capital Stock or all or substantially all of the assets of a Guarantor to any Person that is not an Affiliate of the Company in compliance with the terms of this Indenture (including, without limitation, Section 11.04 hereof) and in a transaction that does not result in a Default or an Event of Default being in existence or continuing immediately thereafter, such Guarantor shall be deemed automatically and unconditionally released and discharged from all obligations under this Indenture without any further action required on the part of the Trustee or any Holder; *provided* that the Company or another Guarantor receives consideration for such Capital Stock or assets in an amount equal to the Fair Market Value of such Capital Stock or assets. The Trustee shall deliver at the expense of the Company an appropriate instrument or instruments evidencing such release upon receipt of a request of the Company accompanied by an Officers' Certificate and Opinion of Counsel certifying as to the compliance with this Section 11.07 and the other applicable provisions of this Indenture.

SECTION 11.08. Execution of Supplemental Indentures for Future Guarantors.

Any Domestic Subsidiary that guarantees any debt securities of the Company (excluding any Financing Facility or any other bank credit facility) is required to become a Guarantor (but only so long as such other guarantees continue in effect) and the Company shall cause each such Subsidiary to promptly execute and deliver to the Trustee a supplemental indenture in the form of Exhibit C hereto pursuant to which such Subsidiary shall become a Guarantor under this Article XI and shall guarantee the Obligations of the Company under the Securities and this Indenture. Concurrently with the execution and delivery of such supplemental indenture, the Company shall deliver to the Trustee an Opinion of Counsel to the effect that such supplemental indenture has been duly authorized, executed and delivered by such Subsidiary and that, subject to the application of bankruptcy, insolvency, moratorium, fraudulent conveyance or transfer and other similar laws relating to creditors' rights generally and to the principles of equity, and subject to other exceptions reasonably satisfactory to the Trustee, whether considered in a proceeding at law or in equity, the Guarantee of such Guarantor is a legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms, and as to any such other matters as the Trustee may reasonably request.

ARTICLE XII
MISCELLANEOUS

SECTION 12.01. Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies, or conflicts with another provision which is required to be included in this Indenture by the TIA, the required provision shall control.

SECTION 12.02. Notices. Any request, demand, authorization, notice, waiver, consent or communication shall be in writing and delivered in person or mailed by first-class mail, postage prepaid, addressed as follows, or transmitted by electronic mail or facsimile transmission (confirmed orally) to the following addresses:

if to the Company or the Guarantors, to:

10990 Roe Avenue
Overland Park, KS 66211
Attention: Chief Financial Officer
Facsimile No.: (913) 696-6116

in either case, with a copy to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Dennis M. Myers, P.C.
Facsimile No.: (312) 862-2200

if to the Trustee, to:

[US Bank National Association]
[ ]
[ ]
[ ]
Attention: Corporate Trust Services
Fax No.: [ ]

with a copy to:

[ ]
[ ]
[ ]
Attention: [ ]
Fax No. [ ]

The Company or the Trustee by notice given to the other in the manner provided above may designate additional or different addresses for subsequent notices or communications.

Any notice or communication given to a Securityholder shall be mailed to the Securityholder, by first-class mail, postage prepaid, at the Securityholder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not received by the addressee.

If the Company mails a notice or communication to the Securityholders, it shall mail a copy to the Trustee and each Registrar, Paying Agent, Conversion Agent or co-registrar.

SECTION 12.03. Communication by Holders with Other Holders. Securityholders may communicate pursuant to TIA Section 312(b) with other Securityholders with respect to their rights under this Indenture or the Securities. The Company, the Trustee, the Registrar, the Paying Agent, the Conversion Agent and anyone else shall have the protection of TIA Section 312(c).

SECTION 12.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such eligible and qualified Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an Officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such Officer knows, or in the exercise of reasonable case should know, that the certificate or opinion or representations with respect to the matters upon which his or her certificate or opinion is based are erroneous. Any such certificate or opinion of counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company stating the information on which counsel is relying unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 12.05. Statements Required in Certificate or Opinion. Each Officers' Certificate or Opinion of Counsel with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(a) a statement that each person making such Officers' Certificate or Opinion of Counsel has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such Officers' Certificate or Opinion of Counsel are based;

(c) a statement that, in the opinion of each such person, he has made such examination or investigation as is necessary to enable such person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement that, in the opinion of such person, such covenant or condition has been complied with.

SECTION 12.06. Separability Clause. In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 12.07. Rules by Trustee, Paying Agent, Conversion Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Securityholders. The Registrar, the Conversion Agent and the Paying Agent may make reasonable rules for their functions.

SECTION 12.08. Legal Holidays. A "Legal Holiday" is any day other than a Business Day. If any specified date (including a date for giving notice) is a Legal Holiday, the action shall be taken on the next succeeding day that is not a Legal Holiday, and, if the action to be taken on such date is a payment in respect of the Securities, no interest or Liquidated Damages, if any, shall accrue for the intervening period.

SECTION 12.09. Governing Law. THIS INDENTURE AND EACH SECURITY SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 12.10. No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Securityholder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Securities.

SECTION 12.11. Successors. All agreements of the Company in this Indenture and the Securities shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor.

SECTION 12.12. Counterparts; Multiple Originals. This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Indenture and of the signature pages hereto by facsimile or electronic mail transmission of portable document format (PDF) files or tagged image file format (TIF) files shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties transmitted by facsimile or electronic mail of portable document format (PDF) files or tagged image file format (TIF) files shall be deemed to be their original signatures for all purposes.

SECTION 12.13. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 12.14. USA Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. PATRIOT Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. PATRIOT Act.

[*Signature Pages Follow*.]

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Indenture on behalf of the respective parties hereto as of the date first above written.

COMPANY:

YRC WORLDWIDE INC.

By: _____
Name: _____
Title: _____

TRUSTEE:

[US BANK NATIONAL ASSOCIATION]

By: _____
Name: _____
Title: _____

GUARANTORS:

GLOBE.COM LINES, INC.

By: _____
Name: _____
Title: _____

IMUA HANDLING CORPORATION

By: _____
Name: _____
Title: _____

ROADWAY LLC

By: _____
Name: _____
Title: _____

ROADWAY NEXT DAY CORPORATION

By: _____
Name: _____
Title: _____

USF GLEN MOORE INC.

By: _____
Name: _____
Title: _____

USF HOLLAND INC.

By: _____
Name: _____
Title: _____

USF REDDAWAY INC.

By: _____
Name: _____
Title: _____

USF SALES CORPORATION

By: _____
Name: _____
Title: _____

YRC ENTERPRISE SERVICES, INC.

By: _____
Name: _____
Title: _____

YRC INC.

By: _____
Name: _____
Title: _____

YRC LOGISTICS GLOBAL, LLC

By: _____
Name: _____
Title: _____

YRC LOGISTICS, INC.

By: _____
Name: _____
Title: _____

YRC LOGISTICS SERVICES, INC.

By: _____
Name: _____
Title: _____

YRC REGIONAL TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

ANNEX A

[FORM OF] FUNDAMENTAL CHANGE PURCHASE NOTICE

, 201

[US Bank National Association]
[ ]
[ ]
Attention: Corporate Trust Services

Re: YRC Worldwide Inc. (the "Company")
6% Convertible Senior Notes due 2014

This is a Fundamental Change Purchase Notice as defined in Section 3.07(c) of the Indenture dated as of [February], 2010 (as amended, supplemented or otherwise modified from time to time, the "Indenture") among the Company, the Guarantors party thereto and [US Bank National Association], as trustee. Terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

Certificate No(s). of Securities: _____
(if certificated)

I intend to deliver the following aggregate Principal Amount of Securities for purchase by the Company pursuant to the terms specified in Section 3.07 of the Indenture (in multiples of $1,000):

$_____

I hereby agree that the Securities will be purchased as of the Fundamental Change Purchase Date pursuant to the terms and conditions thereof, of paragraph 6 of Securities and Article III of the Indenture.

Signed: _____

Name of Holder: _____
(Print)

EXHIBIT A-1

[FORM OF FACE OF GLOBAL SECURITY]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS TO NOMINEES OF THE DEPOSITORY TRUST COMPANY, OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

YRC WORLDWIDE INC.

6% Convertible Senior Notes due 2014

No.: A-1 CUSIP: [ ]

Issue Date: [February], 2010 Principal Amount: $[70,000,000]

YRC WORLDWIDE INC., a Delaware corporation, promises to pay to Cede & Co. or registered assigns, the Principal Amount as set forth on Schedule I hereto, on [February], 2014 (the "Stated Maturity"), subject to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place. This Security is convertible as specified on the other side of this Security.

Interest Payment Dates: [February] and [August], commencing [August], 2010

Record Dates: [February] and [August]

YRC WORLDWIDE INC.

By: _____

Name: _____

Title: _____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

[US Bank National Association], as Trustee, certifies that this is one of the Securities referred to in the within-mentioned Indenture.

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE SIDE OF NOTE]

YRC WORLDWIDE INC.

6% Convertible Senior Notes Due 2014

1. Interest.

This Security shall accrue interest at an initial rate of 6% per annum. The Company promises to pay interest on the Securities in cash semiannually on each [February] and [August], commencing [August], 2010, to Holders of record on the immediately preceding [February] and [August], respectively, whether or not such day is a Business Day. Interest on the Securities will accrue from the most recent date to which interest has been paid, or if no interest has been paid, from [February], 2010, until the Principal Amount is paid or duly made available for payment. The Company will pay interest on any overdue Principal Amount at the interest rate borne by the Securities at the time such interest on the overdue Principal Amount accrues, compounded semiannually, and it shall pay interest on overdue installments of interest and Liquidated Damages, if any (without regard to any applicable grace period), at the same interest rate compounded semiannually. Interest on the Securities will be computed on the basis of a 360-day year comprised of twelve 30-day months. Upon the occurrence and during the continuation of an Event of Default, the interest rate applicable hereunder shall be increased by 2% per annum.

Notwithstanding the foregoing, and *provided* that the payment of the interest in shares of Common Stock would not result in a violation or violations of the limitation on conversion set forth in Section 10.16 of the Indenture, to the extent that (i) the Company is not permitted to pay the entire amount of interest then due and payable on this Security and the other Securities issued pursuant to the Indenture (such amount of interest that is not paid in cash, "Bank Restricted Interest") pursuant to the terms of any Financing Facility as in effect of the date of the Indenture or (ii) the Company and its Subsidiaries, collectively, determine in their reasonable judgment that they lack sufficient funds to necessary to pay the entire amount of the interest then due and payable on this Security and the other Securities issued pursuant to the Indenture or is otherwise deferring scheduled payments of interest, commitment fees and letter of credit fees any Financing Facility (*provided* that the Company and its Subsidiaries would be deemed to have sufficient funds to the extent they had available borrowing capacity under the Financing Facilities or other lines of credit or sources of capital that is permitted to be used for this purpose) (such amount of interest for which sufficient funds are lacking, together with Bank Restricted Interest, "Restricted Interest"), the Company may elect to pay Restricted Interest due on this Security by issuing shares of Common Stock that are qualified for registration with the SEC upon the resale of such shares by the holder thereof and listed or quoted on a Principal Market in an amount of shares equal to the quotient of (x) the amount of such Restricted Interest then due on this Security divided by (y) the Restricted Interest Conversion Price (as hereinafter defined), rounded up to the nearest whole share of Common Stock; *provided* that such rounding shall be with respect to all Restricted Interest then due to the Holder under this Security and any other Securities owned by the Holder. On or prior to the record date immediately preceding the interest payment date for which Restricted Interest will be paid, the Company must give written notice to the Trustee and file a Current Report on Form 8-K of its intention to issue shares of Common Stock in respect of Restricted Interest and the amount of Restricted Interest per $1,000 in principal amount of Securities.

For the purposes hereof, (i) "Principal Market" shall mean The NASDAQ Global Select Market or such other stock exchange or electronic quotation system on which the Common Stock is listed or quoted as of the applicable Trading Day; (ii) "Restricted Interest Conversion Price" shall mean the product of (x) 95% multiplied by (y) the simple arithmetic average of the Weighted Average Price of the shares of Common Stock (as reported by Bloomberg) for each of the five (5) consecutive Trading Days ending on the second (2nd) Trading Day immediately preceding the interest payment date to which such Restricted Interest relates; *provided* that in no event shall the Restricted Interest Conversion Price be less than $0.38 per share of Common Stock (as appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction) or greater than the Conversion Price then in effect; and (iii) "Weighted Average Price" shall mean for the Common Stock as of any date, the dollar volume-weighted average price for the Common Stock on the Principal Market during the period beginning at 9:30:01 a.m., New York City time (or such other time as the Principal Market publicly announces as the official open of trading), and ending at 4:00:00 p.m., New York City time (or such other time as the Principal Market publicly announces is the official close of trading) as reported by Bloomberg through its "Volume at Price" function, or, if the foregoing does not apply, the dollar volume-weighted average price of the Common Stock in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York City time (or such other time as such market publicly announces is the official open of trading), and ending at 4:00:00 p.m., New York City time (or such other time as such market publicly announces is the official close of trading) as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for the Common Stock by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for the Common Stock as reported in the "pink sheets" by Pink Sheets LLC (formerly the National Quotation Bureau, Inc.); *provided* that if the Weighted Average Price cannot be calculated for the Common Stock on a particular date on any of the foregoing bases, the Weighted Average Price of the Common Stock on such date shall be the Fair Market Value as reasonably determined by the Board of Directors of Company acting in good faith, with all such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction.

2. Method of Payment.

The Company will pay interest and Liquidated Damages, if any, on this Security (except defaulted interest) to the Person who is the registered Holder of this Security at the close of business on [February] or [August], as the case may be, next preceding the related interest payment date. Subject to the terms and conditions of the Indenture, the Company will make payments in respect of the Principal Amount of Securities to be converted in a Mandatory Conversion, the Make Whole Premium, the Fundamental Change Purchase Price and the Principal Amount at Stated Maturity (or such earlier time as may be required following an Event of Default), as the case may be, to the Holder who surrenders a Security to (x) the Paying Agent with respect to payments in cash in respect of the Fundamental Change Purchase Price and the Principal Amount at Stated Maturity (or such earlier time as may be required following an Event of Default) or (y) the Conversion Agent with respect to shares of Common Stock to be delivered

in connection with a Mandatory Conversion or the payment of the Make Whole Premium upon the conversion of the Securities pursuant to a Mandatory Conversion or a conversion at the option of the Holder. The Company will pay all cash amounts due on the Securities in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may pay interest, Liquidated Damages, if any, Fundamental Change Purchase Price and the Principal Amount at Stated Maturity (or such earlier time as may be required following an Event of Default), as the case may be, to the extent such amounts are permitted by the terms of this Security and the Indenture to be paid in cash, by check or wire payable in such money; *provided*, *however*, that a Holder holding Securities with an aggregate Principal Amount in excess of $1,000,000 will be paid by wire transfer in immediately available funds at the election of such Holder. The Company may mail an interest check for the payment of cash interest to the Holder's registered address. Notwithstanding the foregoing, so long as this Security is registered in the name of a Depositary or its nominee, all payments of cash hereon shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee.

3. Paying Agent, Conversion Agent and Registrar.

Initially, [US Bank National Association] (the "Trustee") will act as Paying Agent, Conversion Agent and Registrar. The Company may appoint and change any Paying Agent, Conversion Agent or Registrar without notice, other than notice to the Trustee; *provided* that the Company will maintain at least one Paying Agent in the State of New York, City of New York, Borough of Manhattan, which shall initially be an office or agency of the Trustee. The Company or any of its Subsidiaries or any of their Affiliates may act as Paying Agent, Conversion Agent or Registrar.

4. Indenture.

The Company issued the Securities under an Indenture dated as of [February], 2010 (as amended or supplemented from time to time in accordance with the terms thereof and of this Security, the "Indenture"), between the Company and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as in effect from time to time (the "TIA"). Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The Securities are subject to all such terms, and Securityholders are referred to the Indenture and the TIA for a statement of those terms.

The Securities are limited to $70,000,000 aggregate Principal Amount (subject to Section 2.07 of the Indenture).

5. Redemption and Mandatory Conversion at the Option of the Company.

No sinking fund is provided for the Securities. The Securities are not redeemable prior to the Stated Maturity; *provided*, *however*, that the Company may elect to cause the Securities to be converted into shares of Common Stock (a "Mandatory Conversion") from and after the two (2) year anniversary of the date of the Indenture, whereupon the Securities shall be convertible into shares of Common Stock as a whole, or from time to time in part, in any integral

multiple of $1,000, at the option of the Company, if the Last Reported Sale Price of the Common Stock has been at least 150% of the Conversion Price in effect on the applicable Trading Day for at least twenty (20) Trading Days during any thirty (30) consecutive Trading Day period ending one Trading Day prior to the date on which the Company announces its election of a Mandatory Conversion in accordance with the requirements of Section 3.03 of the Indenture, with the number of shares to be issued in connection with such Mandatory Conversion equal to the sum of (x) the Principal Amount of this Security (or portion thereof) subject to such Mandatory Conversion plus (y) accrued and unpaid Liquidated Damages, if any, on such Principal Amount accruing through but not including the Mandatory Conversion Date, divided by the Conversion Price in effect on the second (2nd) Business Day immediately preceding such Mandatory Conversion Date (subject to adjustments as set forth in Article X of the Indenture), plus the Make Whole Premium divided by the Make Whole Premium Conversion Price (plus such shares of Common Stock to be issued with respect to Restricted Interest, if any, to the extent not issued to the Holder of a Security (or portion thereof) subject to such Mandatory Conversion with respect to an interest payment date prior to such Mandatory Conversion Date); *provided* that, if the Mandatory Conversion Date is on or after an interest record date but on or prior to the related interest payment date, Liquidated Damages (other than any accrued and unpaid Liquidated Damages paid in shares as provided above), if any, will be payable to the Holders in whose names the Securities are registered at the close of business on the relevant record date in shares of Common Stock at the Conversion Price; *provided*, *further*, in each case, that in lieu of the issuance of fractional shares of Common Stock, the number of shares of Common Stock to be delivered to the Holder pursuant to this paragraph 5 shall be rounded up to the nearest whole share of Common Stock, and that such rounding shall be with respect to the sum of all shares of Common Stock issuable to the Holder with respect to all of the Securities (or portions thereof) of the Holder being converted in connection with such Mandatory Conversion or conversion at the option of the Holder. The date for the issuance of Common Stock in connection with a Mandatory Conversion shall be the fifteenth Trading Day after the date notice of a Mandatory Conversion in given to the Holder pursuant to paragraph 7 below (the "Mandatory Conversion Date").

6. Purchase by the Company at the Option of the Holder.

At the option of the Holder and subject to the terms and conditions of the Indenture, the Company shall become obligated to purchase the Securities held by such Holder after the occurrence of a Fundamental Change of the Company for a Fundamental Change Purchase Price equal to 100% of the Principal Amount thereof plus accrued and unpaid interest and Liquidated Damages, if any, thereon, accruing up to but not including the Fundamental Change Purchase Date which Fundamental Change Purchase Price shall be paid in cash. Holders have the right to withdraw any Fundamental Change Purchase Notice by delivering to the Paying Agent a written notice of withdrawal in accordance with the provisions of the Indenture.

If cash sufficient to pay the Fundamental Change Purchase Price and accrued and unpaid interest and Liquidated Damages, if any, of all Securities or portions thereof to be purchased as of the Fundamental Change Purchase Date is deposited with the Paying Agent on the Business Day following the Fundamental Change Purchase Date, interest and Liquidated Damages, if any, cease to accrue on such Securities (or portions thereof) immediately after such Fundamental Change Purchase Date, and the Holder thereof shall have no other rights as such other than the right to receive the Fundamental Change Purchase Price upon surrender of such Security.

7. Notice of Mandatory Conversion.

Notice of Mandatory Conversion pursuant to paragraph 5 of this Security will be mailed as promptly as practicable, but in no event later than three (3) Business Days, after the date the Company has announced its election of a Mandatory Conversion in accordance with Section 3.03 of the Indenture. Such notice shall be given to each Holder of Securities to be so converted at the Holder's registered address. If such number of shares of Common Stock sufficient to be issued in respect of the Principal Amount of the Securities (or portions thereof), plus accrued and unpaid Liquidated Damages, if any, thereon (accruing to but not including the date of such Mandatory Conversion), to be converted in such Mandatory Conversion on the Mandatory Conversion Date, and the shares to be issued in respect of the Make Whole Premium and Restricted Interest, if any, thereon, are deposited with the Conversion Agent for issuance and payment on the Mandatory Conversion Date, immediately after such Mandatory Conversion Date interest (other than past due accrued and unpaid interest) and Liquidated Damages, if any, on the Securities (or portions thereof) to be converted in such Mandatory Conversion shall cease to accrue. Securities in denominations larger than $1,000 of Principal Amount may be redeemed in part but only in integral multiples of $1,000 of Principal Amount.

8. Conversion.

A Holder of a Security may convert such Security into shares of Common Stock of the Company in whole or in part, at any time and from time to time. The initial conversion price is $0.43 per share, subject to adjustment under certain circumstances as described in Article X of the Indenture (the "Conversion Price"), and the initial conversion rate is 2,325.5814 shares of Common Stock per $1,000 in principal amount of Securities. Subject to the limitations set forth below and in Section 10.16 of the Indenture, the number of shares issuable upon conversion of a Security is determined by dividing the principal amount converted by the Conversion Price in effect on the Conversion Date plus the number of shares, if any, issuable in respect to the Make Whole Premium. Upon conversion, no adjustment for interest, if any (except for the payment of the Make Whole Premium), or dividends will be made. No fractional shares will be issued upon conversion; in lieu thereof, the number of shares of Common Stock to be delivered to the Holder pursuant to this paragraph 8 shall be rounded up to the nearest whole share of Common Stock; *provided* that such rounding shall be with respect to the sum of all shares of Common Stock issuable to the Holder with respect to all of the Securities (or portions thereof) of the Holder being converted pursuant to a notice of conversion delivered by the Holder to the Conversion Agent described in the following paragraph on the date of conversion specified in such notice.

To convert a Security, a Holder must (a) complete and sign the conversion notice set forth below and deliver such notice to the Conversion Agent, (b) surrender the Security to the Conversion Agent, (c) furnish appropriate endorsements and transfer documents if required by the Registrar or the Conversion Agent, (d) pay any transfer or similar tax, if required and (e) if the Security is held in book-entry form, complete and deliver to the Depositary appropriate instructions pursuant to the Depositary's book-entry conversion programs. If a Holder surrenders a Security for conversion between the record date for the payment of an installment of interest

and the next interest payment date, the Security must be accompanied by payment of an amount equal to the interest and Liquidated Damages, if any, payable on such interest payment date on the principal amount of the Security or portion thereof then converted; *provided*, *however*, that no such payment shall be required if such Security has been called for conversion on a Mandatory Conversion Date within the period between and including such record date and such interest payment date, or if such Security is surrendered for conversion on the interest payment date. A Holder may convert a portion of a Security equal to $1,000 or any integral multiple thereof.

A Security in respect of which a Holder has delivered a Fundamental Change Repurchase Notice exercising the option of such Holder to require the Company to repurchase such Security as provided in Section 3.07 of the Indenture may be converted only if such notice of exercise is withdrawn as provided above and in accordance with the terms of the Indenture.

Notwithstanding anything herein to the contrary, from the date of the Indenture through (i) but not including the two (2) year anniversary thereof, in no event shall the Holder be entitled to convert any portion of this Security in excess of that portion of this Security upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its Affiliates (as defined below) (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of the Security or the unexercised or unconverted portion of any other security of the Holder subject to a limitation on conversion analogous to the limitations contained herein in this clause (i)) and (2) the number of shares of Common Stock issuable upon the conversion of the portion of this Security with respect to which the determination of this proviso is being made (including the payment of the Make Whole Premium in connection therewith), would result in beneficial ownership by the Holder and its Affiliates of any amount greater than 4.9% of the then outstanding shares of Common Stock (whether or not, at the time of such exercise, the Holder and its Affiliates beneficially own more than 4.9% of the then outstanding shares of Common Stock), and (ii) and including the Stated Maturity, in no event shall the Holder be entitled to convert any portion of this Security to the extent that such conversion would cause the Holder to hold or own greater than 9.9% of the total combined voting power of all classes of Voting Stock of the Company within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), taking into consideration the attribution rules set forth in Section 871(h)(3)(C) of the Code. As used herein, the term "Affiliate" means any person or entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a person or entity, as such terms are used in and construed under Rule 144 under the Securities Act. For purposes of the proviso to the second preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso. The limitations set forth in clause (i) above may be waived by the Holder upon provision of no less than sixty-one (61) days prior notice to the Company. The limitations set forth in clause (ii) above may not be waived at any time by the Holder.

9. Denominations; Transfer; Exchange.

The Securities are in fully registered form, without coupons, in denominations of $1,000 of Principal Amount and integral multiples of $1,000. A Holder may transfer or exchange

Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not transfer or exchange any Securities selected for Mandatory Conversion (except, in the case of a Security to be converted in part, the portion of the Security not to be converted) or any Securities in respect of which a Fundamental Change Purchase Notice has been given and not withdrawn (except, in the case of a Security to be purchased in part, the portion of the Security not to be purchased).

10. Persons Deemed Owners.

The registered Holder of this Security may be treated as the owner of this Security for all purposes.

11. Unclaimed Money or Securities.

The Trustee and the Paying Agent shall return to the Company upon written request any money or securities held by them for the payment of any amount with respect to the Securities that remains unclaimed for two years, subject to applicable unclaimed property law. After return to the Company, Holders entitled to the money or securities must look to the Company, for payment as general creditors unless an applicable abandoned property law designates another person.

12. Amendment; Waiver.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Securities may be amended with the written consent of the Holders of at least a majority in aggregate Principal Amount of the Securities at the time outstanding and (ii) certain Defaults may be waived with the written consent of the Holders of a majority in aggregate Principal Amount of the Securities at the time outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Securityholder, the Company and the Trustee may amend the Indenture or the Securities so long as such changes, other than those in clause (ii), do not adversely affect the interest of Securityholders (i) to cure any ambiguity, omission, defect or inconsistency, (ii) to comply with Article V or Section 10.12 of the Indenture, (iii) to evidence and provide for the acceptance of appointment under the Indenture by a successor Trustee, or (iv) to comply with any requirement of the SEC in connection with the qualification of the Indenture under the TIA.

13. Defaults and Remedies.

Under the Indenture, Events of Default include, in summary form, (i) default in the payment of any interest or Liquidated Damages, if any, on any Securities when the same becomes due and payable and such default continues for 30 days; (ii) default in payment of the Principal Amount or Fundamental Change Purchase Price in respect of the Securities when the same becomes due and payable; (iii) failure by the Company in the performance, or breach, of any of the Company’s other covenants in the Indenture which are not remedied within 45 days; (iv) defaults by the Company in the payment at final maturity (giving effect to any applicable grace periods and any extension thereof) of the stated principal amount of any of the Company’s or its Subsidiaries indebtedness, or acceleration of the final stated maturity of any such

indebtedness (which acceleration is not rescinded, annulled or otherwise cured within 10 days of receipt by the Company or such Subsidiary of notice of any such acceleration) if the aggregate principal amount of such indebtedness aggregates $10,000,000 or more at any time; (v) the Company or a Significant Subsidiary fails to pay when due any final, non-appealable judgment (other than any judgment as to which a reputable insurance company has accepted full liability) aggregating in excess of $15,000,000, which judgments are not stayed, bonded or discharged within 60 days after its entry; (vi) failure by the Company to issue Common Stock upon conversion of Securities by a Holder or upon a Mandatory Conversion in accordance with the provisions of the Indenture and the Securities; (vii) a Guarantee by a Guarantor that is a Significant Subsidiary ceases to be or is asserted by the Company or any Guarantor not to be in full force and effect (other than in accordance with the terms of the Indenture and such Guarantees); and (viii) certain events of bankruptcy or insolvency.

Securityholders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Securities unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in aggregate Principal Amount of the Securities at the time outstanding may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Securityholders notice of any continuing Default (except a Default in payment of amounts specified in clause (i) or (ii) above) if it determines that withholding notice is in their interests.

14. Trustee Dealings with the Company.

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

15. No Recourse Against Others.

A director, officer, employee or shareholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Security, each Securityholder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

16. Authentication.

This Security shall not be valid until an authorized signatory of the Trustee manually signs the Trustee’s Certificate of Authentication on the other side of this Security.

17. Abbreviations.

Customary abbreviations may be used in the name of a Securityholder or an assignee, such as TEN COM (“tenants in common”), TENENT (“tenants by the entireties”), JT TEN (“Joint tenants with right of survivorship and not as tenants in common”), CUST (“custodian”) and U/G/M/A (“Uniform Gift to Minors Act”).

18. Governing Law.

THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE INDENTURE AND THIS SECURITY.

The Company will furnish to any Securityholder upon written request and without charge a copy of the Indenture which has in it the text of this Security in larger type. Requests may be made to:

YRC Worldwide Inc.
10990 Roe Avenue
Overland Park, KS 66211
Attn.: Chief Financial Officer

ASSIGNMENT FORM

To assign this Security, fill in the form below: I or we assign and transfer this Security to:

_____

(Insert assignee's soc. sec. or tax ID no.)

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint: _____

agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

CONVERSION NOTICE

To convert this Security into Common Stock of the Company, check the box ☐

To convert only part of this Security, state the Principal Amount to be converted (which must be $1,000 or an integral multiple of $1,000):

If you want the stock certificate made out in another person's name fill in the form below:

_____

(Insert the other person's soc. sec. tax ID no.)

_____

_____

_____

(Print or type other person's name, address and zip code)

Your Signature: _____

Date: _____

(Sign exactly as your name appears on the other side of this Security)

Signature Guaranteed

Participant in a Recognized Signature Guarantee Medallion Program

By: _____
Authorized Signatory

GUARANTEE

Subject to the limitations set forth in the Indenture, the Guarantors (as defined in the Indenture referred to in this Security and each hereinafter referred to as a "GUARANTOR," which term includes any successor or additional Guarantor under the Indenture) have jointly and severally, irrevocably and unconditionally guaranteed (a) the due and punctual payment of the principal (and premium, if any) of and interest (including Liquidated Damages, if any, Restricted Interest paid in shares of Common Stock, if any, and Make Whole Premium, if any), on the Securities, whether at Stated Maturity, by acceleration, call for Mandatory Conversion, upon a Fundamental Change Offer, purchase or otherwise, (b) the due and punctual payment of interest on the overdue principal of and interest, on the Securities to the extent lawful, (c) the due and punctual performance of all other Obligations of the Company and the Guarantors to the Holders under the Indenture and the Securities and (d) in case of any extension of time of payment or renewal of any Securities or any of such other Obligations, the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration, call for Mandatory Conversion, upon a Fundamental Change Offer, purchase or otherwise.

Payment on each Security is guaranteed, jointly and severally, by the Guarantors pursuant to Article XI of the Indenture and reference is made to such Indenture for the precise terms of the Guarantees.

The Obligations of each Guarantor are limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor, and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the Obligations of such other Guarantor under its Guarantee or pursuant to its contribution Obligations under the Indenture, result in the Obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under any applicable federal or state law or not otherwise being void, voidable or unenforceable under any applicable bankruptcy, reorganization, receivership, liquidation or other similar legislation or legal principles under any applicable federal or foreign law. Each Guarantor that makes a payment or distribution under a Guarantee shall be entitled to a contribution from each other Guarantor in a pro rata amount based on the Adjusted Net Assets of each Guarantor.

Guarantors may be released from their Guarantees upon the terms and subject to the conditions provided in the Indenture.

The Guarantee shall be binding upon each Guarantor and its successors and assigns and shall inure to the benefit of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges herein conferred upon that party shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions in the Indenture.

GUARANTORS:

[ ]

By: _____
Name: _____
Title: _____

[ ]

By: _____
Name: _____
Title: _____

[ ]

By: _____
Name: _____
Title: _____

[ ]

By: _____
Name: _____
Title: _____

SCHEDULE I

YRC WORLDWIDE INC.

6% Convertible Senior Notes due 2014

DATE	PRINCIPAL AMOUNT	NOTATION
[February], 2010	$[ ]	

EXHIBIT A-2

[FORM OF CERTIFICATED SECURITY]

THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS SECURITY AND THE COMMON STOCK DELIVERABLE UPON CONVERSION HEREOF MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR AN ACCREDITED INVESTOR (AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT) IN A TRANSACTION EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, (II) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (III) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS SECURITY ON SATISFACTION OF THE CONDITIONS SPECIFIED IN THE INDENTURE.

YRC WORLDWIDE INC.

6% Convertible Senior Notes Due 2014

No.: [ ]
Issue Date: [February], 2010 Principal Amount: $[ ]

YRC WORLDWIDE INC., a Delaware corporation, promises to pay to or registered assigns, the Principal Amount of, on [February], 2014 (the "Stated Maturity"), subject to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place. This Security is convertible as specified on the other side of this Security.

Interest Payment Dates: [February] and [August], commencing [August], 2010

Record Dates: [February] and [August]

YRC WORLDWIDE INC.

By: _____
Name: _____
Title: _____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

[US Bank National Association], as Trustee, certifies that this is one of the Securities referred to in the within-mentioned Indenture.

By: _____
Authorized Signatory

Dated: _____

[FORM OF REVERSE SIDE IS IDENTICAL TO EXHIBIT A-1]

EXHIBIT B

TRANSFER CERTIFICATE

In connection with any transfer of any of the Securities within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144(d)(1) under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Security hereby certifies with respect to $[ ] Principal Amount of the above-captioned Securities presented or surrendered on the date hereof (the "Surrendered Securities") for registration of transfer, or for exchange or conversion where the securities deliverable upon such exchange or conversion are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Securities for the reason checked below:

[ ] A transfer of the Surrendered Securities is made to the Company or any subsidiaries; or

[ ] The transfer of the Surrendered Securities complies with Rule 144 under the U.S. Securities Act of 1933, as amended (the "Securities Act"); or

[ ] The transfer of the Surrendered Securities is pursuant to an effective registration statement under the Securities Act; or

[ ] The transfer of the Surrendered Securities is pursuant to another available exemption from the registration requirement of the Securities Act;

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Securities are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

[ ] The transferee is an Affiliate of the Company.

Date:

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

Signature Guaranteed

Participant in a Recognized Signature
Guarantee Medallion Program

By:
Authorized Signatory

FORM OF SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "SUPPLEMENTAL INDENTURE"), dated as of , among [GUARANTOR] (the "NEW GUARANTOR"), a subsidiary of YRC Worldwide Inc. (or its successor), a Delaware corporation (the "COMPANY"), the Company, the Guarantors (the "EXISTING GUARANTORS") under the Indenture referred to below, and [US Bank National Association], a [ ], as trustee under the Indenture referred to below (the "TRUSTEE").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture (as such may be amended from time to time, the "INDENTURE"), dated as of [February], 2010, providing for the issuance of an aggregate principal amount of up to $70,000,000 of 6% Convertible Senior Notes due 2014 (the "SECURITIES");

WHEREAS, Section 11.08 of the Indenture provides that the Company is required to cause the New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall jointly and severally and unconditionally and irrevocably guarantee all of the Company's Obligations under the Securities and the Indenture pursuant to a Guarantee contained in the Indenture on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee, the Company and Existing Guarantors are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Company, the Existing Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Securities as follows:

1. Definitions. (a) Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(b) For all purposes of this Supplemental Indenture, except as otherwise herein expressly provided or unless the context otherwise requires: (i) the terms and expressions used herein shall have the same meanings as corresponding terms and expressions used in the Indenture; and (ii) the words "HEREIN," "HEREOF" and "HEREBY" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. The New Guarantor hereby agrees, jointly and severally and unconditionally and irrevocably, with all other Guarantors, to guarantee the Company's Obligations under the Securities and the Indenture on the terms and subject to the conditions set forth in Article XI of the Indenture and to be bound by all other applicable provisions of the Indenture. From and after the date hereof, the New Guarantor shall be a Guarantor for all purposes under the Indenture and the Securities.

3. Ratification of Indenture; Supplemental Indentures Part of Indentures. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

4. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

5. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

6. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

NEW GUARANTOR:

[NEW GUARANTOR]

By: _____
Name: _____
Title: _____

COMPANY:

YRC WORLDWIDE INC.

By: _____
Name: _____
Title: _____

EXISTING GUARANTORS:

[ ]

By: _____
Name: _____
Title: _____

[ ]

By: _____
Name: _____
Title: _____

[ ]

By: _____
Name: _____
Title: _____

TRUSTEE:

[US BANK NATIONAL ASSOCIATION]

By: _____
Name: _____
Title: _____

Exhibit 4.2

EXECUTION COPY

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "*Agreement*") is made and entered into as of February 11, 2010, by and among YRC Worldwide Inc., a Delaware corporation (the "*Company*"), and each of the investors listed on the Purchasers' signature page hereto (each a "*Purchaser*", and collectively, the "*Purchasers*") and the subsidiaries of the Company listed on the Guarantors' signature pages hereto (each, a "*Guarantor*", and collectively, the "*Guarantors*"). The Company, the Purchasers and the Guarantors are sometimes referred to herein collectively as the "*Parties*" and each of them individually, as a "*Party*").

This Agreement is made pursuant to the Note Purchase Agreement, dated as of the date hereof among the Company, the Purchasers and the Guarantors (the "*Purchase Agreement*"). The Notes and Guarantees (as defined in the Purchase Agreement) are being issued pursuant to an Indenture to be entered into by and among the Company, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "*Trustee*"), dated as of the First Closing Date (as defined in the Purchase Agreement) (as amended, supplemented or otherwise modified from time to time, the "*Indenture*").

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company, the Guarantors and each of the Purchasers agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"*Advice*" shall have the meaning set forth in Section 7(d).

"*Affiliate*" means, with respect to any person, any other person which directly or indirectly controls, is controlled by, or is under common control with, such person.

"*Agreement*" shall have the meaning set forth in the Preamble.

"*Business Day*" means a day, other than a Saturday or Sunday, on which banks in New York City are open for the general transaction of business.

"*Closing*" has the meaning set forth in the Purchase Agreement.

"*Commission*" means the Securities and Exchange Commission.

"*Common Stock*" means the common stock of the Company, par value $1.00 per share, and any securities into which such common stock may hereinafter be reclassified.

"*Company*" shall have the meaning set forth in the Preamble.

"*Conversion Shares*" shall have the meaning given to it in the Purchase Agreement.

"*Effective Date*" means the date that the Registration Statement filed pursuant to Section 2(a) is first declared effective by the Commission.

"*Effectiveness Deadline*" means, with respect to the Initial Registration Statement or the New Registration Statement, April 30, 2010; *provided, however*, that if the Company is notified by the Commission that the Initial Registration Statement will not be reviewed, the Effectiveness Deadline as to such Registration Statement shall be the second (2nd) Business Day following the date that such notice is received by the Company; *provided, further, however*, that if the Company is notified by the Commission that the Initial Registration Statement will be reviewed and thereafter the Company is notified that the Registration Statement is no longer subject to further review and comments, the Effectiveness Deadline as to such Registration Statement shall be the fifth (5th) Business Day following the date on which the Company is so notified if such date precedes the first date otherwise required above; *provided, further*, that if (i) the Effectiveness Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, the Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business or (ii) the Effectiveness Deadline falls on a date on which the Initial Registration Statement is not eligible to be declared effective under applicable rules and regulations of the Commission, the Effectiveness Deadline shall be extended to the first Business Day on which such Initial Registration Statement is so eligible to be declared effective by the Commission so long as such date shall not be after April 30, 2010.

"*Effectiveness Period*" shall have the meaning set forth in Section 2(b).

"*Event*" shall have the meaning set forth in Section 2(c).

"*Event Date*" shall have the meaning set forth in Section 2(c).

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"*Execution Date*" means the date the Purchase Agreement is executed by the parties thereto.

"*Filing Deadline*" means, with respect to the Initial Registration Statement required to be filed pursuant to Section 2(a), the first Business Day following the Execution Date.

"*Holder*" or "*Holders*" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"*Indemnified Party*" shall have the meaning set forth in Section 5(c).

"*Indemnifying Party*" shall have the meaning set forth in Section 5(c).

"*Initial Registration Statement*" means the initial Registration Statement filed pursuant to Section 2(a) of this Agreement.

"Liquidated Damages" shall have the meaning set forth in Section 2(c).

"*Losses*" shall have the meaning set forth in Section 5(a).

"*New Registration Statement*" shall have the meaning set forth in Section 2(a).

"*Notes*" means the Notes issued pursuant to the Purchase Agreement, including without limitation the Guarantees.

"*Person*" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"*Principal Market*" means the Trading Market on which the Common Stock is primarily listed on and quoted for trading, which, as of the Execution Date, shall be the Nasdaq Global Select Market.

"*Proceeding*" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"*Prospectus*" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"*Purchase Agreement*" shall have the meaning set forth in the Recitals.

"*Purchaser*" or "*Purchasers*" shall have the meaning set forth in the Preamble.

"*Registrable Securities*" means all of (i) the Notes, (ii) the Conversion Shares and (iii) any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing, *provided*, that the Holder has completed and delivered to the Company a Selling Securityholder Questionnaire; and *provided, further*, that Notes and Conversion Shares shall cease to be Registrable Securities upon the earliest to occur of the following: (A) sale pursuant to a Registration Statement or Rule 144 under the Securities Act (in which case, only such security sold shall cease to be a Registrable Security); or (B) becoming eligible for sale without restriction under Rule 144 by Holders.

"*Registration Statements*" means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including without limitation the Initial Registration Statement, the New Registration Statement and any Remainder Registration Statements), amendments and supplements to such Registration Statements, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such Registration Statements.

"*Remainder Registration Statement*" shall have the meaning set forth in Section 2(a).

"*Rule 144*" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Rule 415*" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Rule 424*" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*SEC Guidance*" means (i) any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff and (ii) the Securities Act.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Selling Securityholder Questionnaire*" means a questionnaire in the form attached as Annex B hereto, or such other form of questionnaire as may reasonably be adopted by the Company from time to time.

"*TIA*" means the Trust Indenture Act of 1939, as amended.

"*Trading Day*" means (i) a day on which the Common Stock is listed or quoted and traded on its Principal Market (other than the OTC Bulletin Board), or (ii) if the Common Stock is not listed on a Trading Market (other than the OTC Bulletin Board or "pink sheets"), a day on which the Common Stock is traded in the over-the-counter market, as reported by the OTC Bulletin Board, or (iii) if the Common Stock is not quoted on any Trading Market (other than the "pink sheets"), a day on which the Common Stock is quoted in the over-the-counter market as reported in the "pink sheets" by Pink Sheets LLC (or any similar organization or agency succeeding to its functions of reporting prices); *provided*, that in the event that the Common Stock is not listed or quoted as set forth in (i), (ii) and (iii) hereof, then Trading Day shall mean a Business Day.

"*Trading Market*" means whichever of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, the OTC Bulletin Board or the "pink sheets" on which the Common Stock is listed or quoted for trading on the date in question.

2. Registration.

(a) On or prior to the Filing Deadline, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415 or, if Rule 415 is not available for offers and sales of the Registrable Securities, by such other means of distribution of Registrable Securities as the Holders may reasonably specify (the "*Initial Registration Statement*"). The Initial Registration Statement shall be on Form S-3 (except if the Company is then ineligible to register for resale of the Registrable Securities on Form S-3, in which case such registration shall be on such other form available to register for resale of the Registrable Securities as a secondary offering) subject to the provisions of Section 2(e) and shall contain (except if otherwise required pursuant to written comments received from the Commission upon a review of such Registration Statement) the "Plan of Distribution" section attached hereto as Annex A. Notwithstanding the registration obligations set forth in this Section 2, in the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the holders thereof and use its commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission and/or (ii) withdraw the Initial Registration Statement and file a new registration statement (a "*New Registration Statement*"), in either case covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-3 or such other form available to register for

resale the Registrable Securities as a secondary offering; *provided, however*, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, the Section 214.02 of the Compliance & Disclosure Interpretations. Notwithstanding any other provision of this Agreement and subject to the payment of liquidated damages in Section 2(c), if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will first be reduced by Registrable Securities not acquired pursuant to the Purchase Agreement (whether pursuant to registration rights or otherwise) and second by Registrable Securities represented by Notes and the Conversion Shares on a pro rata basis based on the aggregate principal amount of the Notes held by such Holders, subject to a determination by the Commission that certain Holders must be reduced first. In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended, or the New Registration Statement (the "*Remainder Registration Statements*").

(b) The Company shall use its commercially reasonable efforts to cause each Registration Statement to be declared effective by the Commission as soon as practicable and, with respect to the Initial Registration Statement or the New Registration Statement, as applicable, no later than the Effectiveness Deadline (including filing with the Commission a request for acceleration of effectiveness in accordance with Rule 461 promulgated under the Securities Act within five (5) Business Days after the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Registration Statement will not be "reviewed," or not be subject to further review and the effectiveness of such Registration Statement may be accelerated); *provided, however*, if the Company is notified by the Commission (orally or in writing) that the Initial Registration Statement will not be "reviewed" and the effectiveness of the Initial Registration Statement may be accelerated to a date prior to February 16, 2010, it will use its best efforts (including filing with the Commission a request for acceleration of effectiveness in accordance with Rule 461 promulgated under the Securities Act) to cause the Initial Registration Statement to be declared effective by the Commission prior to February 16, 2010. The Company shall use its commercially reasonable efforts to keep each Registration Statement continuously effective under the Securities Act until the earlier of (i) such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders or (ii) the date that all Registrable Securities covered by such Registration Statement may be sold without restriction under Rule 144 as determined by counsel to the Company pursuant to a written opinion letter to such effect, addressed and reasonably acceptable to the Company's transfer agent (the "*Effectiveness Period*"). The Company shall request effectiveness of a Registration Statement as of 5:00 p.m. New York City time on a Trading Day. The Company shall promptly notify the Holders via facsimile or electronic mail of a ".pdf" format data file of the effectiveness of a Registration Statement within one (1) business day of the Effective Date. The Company shall, by 9:30 a.m. New York City Time on the first Trading Day after the Effective Date, file a final Prospectus with the Commission, as required by Rule 424(b). Failure to so notify the Holders on or before the second Business Day after such notification or effectiveness or failure to file a final Prospectus as aforesaid shall be deemed an Event under Section 2(c).

(c) If: (i) the Initial Registration Statement is not filed with the Commission on or prior to the Filing Deadline, (ii) the Initial Registration Statement or the New Registration Statement, as

applicable, is not declared effective by the Commission (or otherwise does not become effective) for any reason on or prior to the Effectiveness Deadline or (iii) after its Effective Date, (A) such Registration Statement ceases for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), to remain continuously effective as to all Registrable Securities for which it is required to be effective or (B) the Holders are not permitted to utilize the Prospectus therein to resell such Registrable Securities, in the case of (A) and (B), for more than an aggregate of 30 Trading Days (which need not be consecutive) (other than during an Allowable Grace Period (as defined in Section 2(e) of this Agreement)), (iv) a Grace Period (as defined in Section 2(e) of this Agreement) exceeds the length of an Allowable Grace Period, or (v) after the date six months following the Execution Date and in the event any of the conditions set forth in clause (iii) above are applicable (without giving effect to the 30 Trading Day period), the Company fails to file with the SEC any required reports under Section 13 or 15(d) of the Exchange Act such that it is not in compliance with Rule 144(c)(1) as a result of which the Holders who are not affiliates are unable to sell Registrable Securities without restriction under Rule 144 (or any successor thereto), (any such failure or breach in clauses (i) through (v) above being referred to as an "*Event*," and, for purposes of clauses (i), (ii) or (v), the date on which such Event occurs, or for purposes of clause (iii), the date on which such 30 Trading Day period is exceeded, or for purposes of clause (iv) the date on which such Allowable Grace Period is exceeded, being referred to as an "*Event Date*"), then in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder an amount in cash (except as otherwise provided in the Indenture), as partial liquidated damages and not as a penalty ("*Liquidated Damages*"), equal to 1.5% of the aggregate purchase price paid by such Holder pursuant to the Purchase Agreement for any Registrable Securities held by such Holder on the Event Date. The parties agree that notwithstanding anything to the contrary herein or in the Purchase Agreement, no Liquidated Damages shall be payable for any period after the expiration of the Effectiveness Period (except in respect of an Event described in Section 2(c)(v) herein). If the Company fails to pay any Liquidated Damages pursuant to this Section in full within five (5) Business Days after the date payable, the Company will pay interest thereon at a rate of 2.0% per month (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such Liquidated Damages are due until such amounts, plus all such interest thereon, are paid in full. The Liquidated Damages pursuant to the terms hereof shall apply on a daily pro-rata basis for any portion of a month prior to the cure of an Event. The right to receive the Liquidated Damages under this Section 2(c) shall be the Holder's exclusive remedy for any failure by the Company to comply with the provisions of this Section 2(c). Notwithstanding the foregoing, the Company can defer the payment of any Liquidated Damages that are otherwise due and payable pursuant to this Section 2(c) during any period in which (i) the Company is not permitted to pay such Liquidated Damages pursuant to the terms of any Financing Facility (as defined in the Indenture) as in effect of the date of the Indenture or (ii) the Company and its Subsidiaries, collectively, determine in their reasonable judgment that they lack sufficient funds necessary to pay the entire amount of the Liquidated Damages then due and payable under this Section 2(c) or is otherwise deferring scheduled payments of interest, commitment fees and letter of credit fees any Financing Facility (*provided* that the Company and its Subsidiaries would be deemed to have sufficient funds to the extent they had available borrowing capacity under the Financing Facilities or other lines of credit or sources of capital that is permitted to be used for this purpose) and will make any such deferred payment of Liquidated Damages as soon as reasonably practicable following the termination on any such period and in any event no later than the Stated Maturity (as defined in the Indenture), which payment shall include any accrued interest on such Liquidated Damages as set forth above. Notwithstanding the foregoing, pursuant to the terms of the Indenture, upon a Mandatory Conversion (as defined in the Indenture), any accrued and unpaid Liquidated Damages shall be payable in shares of Common Stock.

(d) The Company acknowledges that it has received from each Holder a completed Selling Securityholder Questionnaire prior to the date of the execution of this Agreement containing all of the information required by the Company to file the Initial Registration Statement and name each Holder as a selling securityholder therein. Except with respect to the filing of the Initial Registration Statement, at least ten (10) Trading Days prior to the anticipated filing date of a Registration Statement under this Agreement, the Company will notify each Holder of any information relating to such Holder other than the information previously provided in the Selling Securityholder Questionnaire, if any, required to be included in such Registration Statement which information shall be delivered to the Company promptly upon request and, in any event, within two (2) Trading Days prior to the applicable anticipated filing date. Each Holder acknowledges and agrees that the information in the Selling Securityholder Questionnaire or request for further information as described in this Section 2(d) will be used by the Company in the preparation of the Registration Statement and hereby consents to the inclusion of such information in the Registration Statement.

(e) Notwithstanding anything to the contrary herein, at any time after the Registration Statement has been declared effective by the Commission, the Company may delay the disclosure of material non-public information concerning the Company if the disclosure of such information at the time is not, in the good faith judgment of the Company, in the best interests of the Company (a "*Grace Period*"); *provided, however*, the Company shall promptly (i) notify the Holders in writing of the existence of material non-public information giving rise to a Grace Period (provided that the Company shall not disclose the content of such material non-public information to the Holders) or the need to file a post-effective amendment, as applicable, and the date on which such Grace Period will begin, and (ii) notify the Holders in writing of the date on which the Grace Period ends; *provided, further*, that no single Grace Period shall exceed thirty (30) consecutive days, and during any three hundred sixty-five (365) day period, the aggregate of all Grace Periods shall not exceed an aggregate of sixty (60) days (each Grace Period complying with this provision being an "*Allowable Grace Period*"). For purposes of determining the length of a Grace Period, the Grace Period shall be deemed to begin on and include the date the Holders receive the notice referred to in clause (i) above and shall end on and include the later of the date the Holders receive the notice referred to in clause (ii) above and the date referred to in such notice; *provided, however*, that no Grace Period shall be longer than an Allowable Grace Period. Notwithstanding anything to the contrary, the Company shall cause the transfer agent with respect to the shares of Common Stock or the registrar under the Indenture with respect to the Notes, to deliver unlegended shares of Common Stock or Notes, as the case may be, to a transferee of a Holder in connection with any sale of Registrable Securities with respect to which a Holder has entered into a contract for sale prior to the Holder's receipt of the notice of a Grace Period and for which the Holder has not yet settled.

(f) In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on another appropriate form reasonably acceptable to the Holders and (ii) undertake to register the Registrable Securities on Form S-3 promptly after such form is available, *provided* that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the Commission.

3. Registration Procedures

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than five (5) Trading Days prior to the filing of a Registration Statement (other than the Initial Registration Statement) and not less than one (1) Trading Day prior to the filing of

any related Prospectus or any amendment or supplement thereto (except for Annual Reports on Form 10-K, and Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and any similar or successor reports), the Company shall, furnish to the Holder copies of such Registration Statement, Prospectus or amendment or supplement thereto, as proposed to be filed, which documents will be subject to the review of such Holder (it being acknowledged and agreed that if a Holder does not object to or comment on the aforementioned documents within such five (5) Trading Day or one (1) Trading Day period, as the case may be, then the Holder shall be deemed to have consented to and approved the use of such documents). The Company shall not file any Registration Statement or amendment or supplement thereto in a form to which a Holder reasonably objects in good faith, provided that, the Company is notified of such objection in writing within the five (5) Trading Day or one (1) Trading Day period described above, as applicable.

(b) (i) Prepare and file with the Commission such amendments (including post-effective amendments) and supplements, to each Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for its Effectiveness Period (except during an Allowable Grace Period); (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424 (except during an Allowable Grace Period); (iii) respond as promptly as reasonably practicable to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as reasonably possible, provide the Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to the Holders as "Selling Securityholders" but not any comments that would result in the disclosure to the Holders of material and non-public information concerning the Company; and (iv) comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement until such time as all of such Registrable Securities shall have been disposed of (subject to the terms of this Agreement) in accordance with the intended methods of disposition by the Holders thereof as set forth in such Registration Statement as so amended or in such Prospectus as so supplemented; *provided*, *however*, that each Purchaser shall be responsible for the delivery of the Prospectus to the Persons to whom such Purchaser sells any of the Notes or the Conversion Shares (including in accordance with Rule 172 under the Securities Act), and each Purchaser agrees to dispose of Registrable Securities in compliance with the plan of distribution described in the Registration Statement and otherwise in compliance with applicable federal and state securities laws. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 3(b)) by reason of the Company filing a report on Form 10-K, Form 10-Q or Form 8-K or any analogous report under the Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the Commission on the same day on which the Exchange Act report which created the requirement for the Company to amend or supplement such Registration Statement was filed.

(c) Notify the Holders (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably practicable (and not less than two (2) Trading Days after the event described in such notice) and (if requested by any such Person) confirm such notice in writing no later than two (2) Trading Days following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on any Registration Statement (in which case the Company shall provide to each of the Holders true and complete copies of all comments that pertain to the Holders as a "Selling Securityholder" or to the "Plan of Distribution" and all written responses thereto, but not information that the Company believes would constitute material and non-public

information); and (C) with respect to each Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information that pertains to the Holders as "Selling Securityholders" or the "Plan of Distribution"; (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading.

(d) Use commercially reasonable efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as soon as practicable.

(e) If requested by a Holder, furnish to such Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; *provided*, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system.

(f) Prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; *provided*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(g) If requested by the Holders, cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing the Conversion Shares or Notes, as applicable, to be delivered to a transferee pursuant to the Registration Statement, which certificates shall be free of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may reasonably request.

(h) Following the occurrence of any event contemplated by Section 3(c)(iii)-(v), as promptly as reasonably practicable (taking into account the Company's good faith assessment of any

adverse consequences to the Company and its stockholders of the premature disclosure of such event), prepare a supplement or amendment, including a post-effective amendment, to the affected Registration Statements or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading.

(i) The Company may require each selling Holder to furnish to the Company a certified statement as to (i) the number of shares of Common Stock beneficially owned by such Holder and any Affiliate thereof, (ii) any Financial Industry Regulatory Authority ("*FINRA*") affiliations, (iii) any natural persons who have the power to vote or dispose of the Common Stock and (iv) any other information as may be requested by the Commission, FINRA or any state securities commission. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of Registrable Securities because any Holder fails to furnish such information within three (3) Trading Days of the Company's request, any Liquidated Damages that are accruing at such time shall be tolled and any Event that may otherwise occur solely because of such delay shall be suspended until such information is delivered to the Company.

(j) The Company shall cooperate with the any registered broker dealer that is required to make a filing with FINRA pursuant to NASD Rule 2710 in connection with the resale of any Registrable Securities by any Holder and pay the filing fee required for the first such filing.

4. Registration Expenses. All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts and selling commissions and all legal fees and expenses of legal counsel for any Holder) shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, (B) with respect to compliance with applicable state securities or Blue Sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as requested by the Holders) and (C) if not previously paid by the Company in connection with an Issuer Filing, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with FINRA pursuant to the FINRA Rule 2710, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by the Holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any underwriting,

broker or similar fees or commissions of any Holder or, except to the extent provided for in the Transaction Documents, any legal fees or other costs of the Holders.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder, the officers, directors, agents, partners, members, managers, stockholders, Affiliates and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, stockholders, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and investigation and reasonable attorneys' fees) and expenses (collectively, "*Losses*"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, (B) in the case of an occurrence of an event of the type specified in Section 3(c)(iii)-(v), related to the use by a Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated and defined in Section 7(d) below, but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected or (C) any such Losses arise out of the Purchaser's (or any other indemnified Person's) failure to send or give a copy of the Prospectus or supplement (as then amended or supplemented), if required, to the Persons asserting an untrue statement or alleged untrue statement or alleged untrue statement or omission or alleged omission at or prior to the written confirmation of the sale of Registrable Securities to such Person if such statement or omission was corrected in such Prospectus or supplement. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 5(c)) and shall survive the transfer of the Registrable Securities by the Holders.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder

expressly for use therein or (ii) in the case of an occurrence of an event of the type specified in Section 3(c)(iii)-(vi), to the extent, but only to the extent, related to the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated in Section 7(d). In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "*Indemnified Party*"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "*Indemnifying Party*") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable fees and expenses incurred in connection with defense thereof; *provided*, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest exists if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party); *provided*, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within twenty Trading Days of written notice thereof to the Indemnifying Party; *provided*, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder). The failure to deliver written notice to the Indemnifying Party within a reasonable time of the commencement of any such action shall not relieve such Indemnifying Party of any liability to the Indemnified Party under this Section 5, except to the extent that the Indemnifying Party is materially and adversely prejudiced in its ability to defend such action.

(d) Contribution. If a claim for indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties and are not in diminution or limitation of the indemnification provisions under the Purchase Agreement.

6. Covenants.

(a) Qualification of Indenture. The Company shall cause the Indenture to be qualified under the TIA not later than the effective date of the Initial Registration Statement; in connection therewith, the Company shall cooperate with the Trustee and, if necessary, the Holders of the Registrable Securities and their respective counsel, to effect such changes to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the TIA; and execute, and use all reasonable efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the Commission to enable the Indenture to be so qualified in a timely manner.

(b) 2009 Financial Statements. The Company shall use its commercially reasonable best efforts to file its annual report on Form 10-K for the fiscal year ended December 31, 2009 as soon reasonably practicable after the Effectiveness Deadline applicable to the Initial Registration Statement (without giving effect to the final proviso in the definition thereof) and in no event later than March 16, 2010.

7. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) No Piggyback on Registrations. Neither the Company nor any of its security holders (other than the Holders in such capacity pursuant hereto) may include securities of the Company in a Registration Statement other than the Registrable Securities and the Company shall not prior to the Effective Date enter into any agreement providing any such right to any of its security holders. The Company shall not, from the date hereof until the date that is 10 days after the Effective Date of the Registration Statement, prepare and file with the Commission a registration statement relating to an offering for its own account under the Securities Act of any of its equity securities other than a registration statement on Form S-8 or, in connection with an acquisition, on Form S-4. For the avoidance of doubt, the Company shall not be prohibited from preparing and filing with the Commission a registration statement relating to an offering of Common Stock by existing stockholders of the Company hereto under the Securities Act pursuant to the terms of registration rights held by such stockholder and set forth on Schedule 7(b) hereto or from filing amendments to registration statements filed prior to the date of this Agreement.

(c) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to the Registration Statement and shall sell the Registrable Securities only in accordance with a method of distribution described in the Registration Statement

(d) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(c)(iii)-(vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "*Advice*") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company may provide appropriate stop orders to enforce the provisions of this paragraph.

(e) No Inconsistent Agreements. Neither the Company nor any of its subsidiaries has entered, as of the date hereof, nor shall the Company or any of its subsidiaries, on or after the date hereof, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company and Holders holding a majority of the then outstanding principal amount of the Notes, provided that any party may give a waiver as to itself. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders and that does not directly or indirectly affect the rights of other Holders may be given by Holders of all of the Registrable Securities to which such waiver or consent relates; *provided*, *however*, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the immediately preceding sentence.

(g) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company or to a Guarantor:

YRC Worldwide Inc.
10990 Roe Avenue
Overland Park, Kansas 66211
Telephone: (913) 696-6100
Facsimile: (913) 696-6116
Attention: Daniel J. Churay
Executive Vice President, General Counsel and Secretary

With a copy to (for information purposes only):

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2232
Facsimile: (312) 862-2200
Attention: Dennis M. Myers, P.C.

If to a Holder:

To its most current address and facsimile number set forth on the record of the registrar of the Indenture, in the case of the Holders of Notes, and the transfer agent, in the case of the Holders of Common Stock.

In each case, with a copy to (for informational purposes only):

Lowenstein Sandler PC
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 262-6700
Facsimile: (212) 262-7402
Attention: Steven E. Siesser, Esq.

or to such other address, facsimile number and/or email address to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(h) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Company may not assign its rights or obligations hereunder without the prior written consent of the Holders holding a majority of the then outstanding principal amount of the Notes. Each Holder may assign its respective rights hereunder in the manner and to the Persons as permitted under the Purchase Agreement.

(i) Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature were the original thereof.

(j) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Purchase Agreement.

(k) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(l) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their good faith reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(m) Headings. The headings in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

(n) Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. The decision of each Purchaser to purchase the Notes and the Conversion Shares pursuant to the Transaction Documents has been made independently of any other Purchaser. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with making its investment hereunder and that no Purchaser will be acting as agent of such Purchaser in connection with monitoring its investment in the Notes and the

Conversion Shares or enforcing its rights under the Transaction Documents. Each Purchaser shall be entitled to protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any Proceeding for such purpose. The Company acknowledges that each of the Purchasers has been provided with the same Registration Rights Agreement for the purpose of closing a transaction with multiple Purchasers and not because it was required or requested to do so by any Purchaser.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

COMPANY:

YRC WORLDWIDE INC.

By: _____
Name:
Title:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGES OF GUARANTORS TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

GUARANTORS:

GLOBE.COM LINES, INC.

By: _____
Name:
Title:

IMUA HANDLING CORPORATION

By: _____
Name:
Title:

ROADWAY LLC

By: _____
Name:
Title:

ROADWAY NEXT DAY CORPORATION

By: _____
Name:
Title:

USF GLEN MOORE INC.

By: _____
Name:
Title:

USF HOLLAND INC.

By: _____
Name:
Title:

USF REDDAWAY INC.

By: _____
Name:
Title:

USF SALES CORPORATION

By: _____
Name:
Title:

YRC ENTERPRISE SERVICES, INC.

By: _____
Name:
Title:

YRC INC.

By: _____
Name:
Title:

YRC LOGISTICS GLOBAL, LLC

By: _____
Name:
Title:

YRC LOGISTICS, INC.

By: _____
Name:
Title:

YRC LOGISTICS SERVICES, INC.

By: _____
Name:
Title:

YRC REGIONAL TRANSPORTATION, INC.

By: _____
Name:
Title:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE OF PURCHASERS TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

ARISTEIA MASTER, L.P.

By: Aristeia Capital, L.L.C., its Investment Manager

By: _____
Name:
Title:

By: _____
Name:

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

INVESTCORP SILVERBACK ARBITRAGE MASTER FUND LIMITED

By: Silverback Asset Management, LLC, its Investment Manager

By: _____
Name:
Title:

PURCHASER:

INVESTCORP SILVERBACK OPPORTUNISTIC CONVERTIBLE MASTER FUND LIMITED

By: Silverback Asset Management, LLC, its Investment Manager

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

ALDEN GLOBAL DISTRESSED OPPORTUNITIES FUND, L.P.

By: Alden Global Distressed Opportunities Fund GP, LLC, its General Partner

By: _____
Name:
Title:

Schedule 7(b)

Existing Registration Rights

None.

PLAN OF DISTRIBUTION

We are registering 6% Convertible Senior Notes due 2014 (including guarantees attached thereto), which we refer to herein as the “Notes”, issued to the selling securityholders and shares of Common Stock issuable to the selling securityholders upon conversion of the Notes or otherwise issued or issuable to the selling securityholders pursuant to the terms of the Indenture to permit the resale of the Notes and such shares of Common Stock by the holders of the shares of Common Stock and the Notes from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling securityholders of the Notes or the shares of Common Stock. We will bear all fees and expenses incident to our obligation to register the Notes and the shares of Common Stock.

The selling securityholders may sell all or a portion of the Notes and/or the shares of Common Stock beneficially owned by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the Notes or the shares of Common Stock are sold through underwriters or broker-dealers, the selling securityholders will be responsible for underwriting discounts or commissions or agent’s commissions. The shares of Common Stock may be sold on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale, in the over-the-counter market or in transactions otherwise than on these exchanges or systems or in the over-the-counter market and in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions. The selling securityholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- broker-dealers may agree with the selling securityholders to sell a specified number of such shares at a stipulated price per share;
- through the writing or settlement of options or other hedging transactions, whether such options are listed on an options exchange or otherwise;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling securityholders also may resell all or a portion of the shares of Common Stock in open market transactions in reliance upon Rule 144 under the Securities Act or 1933, as amended, which we refer

to herein as the Securities Act, as permitted by that rule, or Section 4(1) under the Securities Act, if available, rather than under this prospectus, provided that they meet the criteria and conform to the requirements of those provisions.

Broker-dealers engaged by the selling securityholders may arrange for other broker-dealers to participate in sales. If the selling securityholders effect such transactions by selling Notes or shares of Common Stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling securityholders or commissions from purchasers of the Notes and/or the shares of Common Stock for whom they may act as agent or to whom they may sell as principal. Such commissions will be in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction will not be in excess of a customary brokerage commission in compliance with FINRA Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440.

In connection with sales of the Notes and/or the shares of Common Stock or otherwise, the selling securityholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the shares of Common Stock in the course of hedging in positions they assume. The selling securityholders may also sell shares of Common Stock short and if such short sale shall take place after the date that this Registration Statement is declared effective by the Commission, the selling securityholders may deliver shares of Common Stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling securityholders may also loan or pledge shares of Common Stock to broker-dealers that in turn may sell such shares, to the extent permitted by applicable law. The selling securityholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). Notwithstanding the foregoing, the selling securityholders have been advised that they may not use shares registered on this registration statement to cover short sales of our common stock made prior to the date the registration statement, of which this prospectus forms a part, has been declared effective by the SEC.

The selling securityholders may, from time to time, pledge or grant a security interest in some or all of the Notes or the shares of Common Stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the Notes and/or the shares of Common Stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, amending, if necessary, the list of selling securityholders to include the pledgee, transferee or other successors in interest as selling securityholders under this prospectus. The selling securityholders also may transfer and donate the Notes and/or the shares of Common Stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling securityholders and any broker-dealer or agents participating in the distribution of the shares of Common Stock may be deemed to be “underwriters” within the meaning of Section 2(11) of the Securities Act in connection with such sales. In such event, any commissions paid, or any discounts or concessions allowed to, any such broker-dealer or agent and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Selling securityholders who are “underwriters” within the meaning of Section 2(11) of the Securities Act will be subject to the applicable prospectus delivery requirements of the Securities Act and may be subject to certain statutory liabilities of, including but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Securities Exchange Act of 1934, as amended, which we refer to herein as the Exchange Act.

Each selling securityholder has informed the Company that it is not a registered broker-dealer and does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the Notes or the Common Stock. Upon the Company being notified in writing by a selling securityholder that any material arrangement has been entered into with a broker-dealer for the sale of Notes and/or Common Stock through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, pursuant to Rule 424(b) under the Securities Act, disclosing (i) the name of each such selling securityholder and of the participating broker-dealer(s), (ii) the number of shares involved, (iii) the price at which such the shares of Common Stock were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealer(s), where applicable, (v) that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In no event shall any broker-dealer receive fees, commissions and markups, which, in the aggregate, would exceed eight percent (8%).

Under the securities laws of some states, the Notes and/or the shares of Common Stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the Notes and/or the shares of Common Stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling securityholder will sell any or all of the Notes or the shares of Common Stock registered pursuant to the shelf registration statement, of which this prospectus forms a part.

Each selling securityholder and any other person participating in such distribution will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of Common Stock by the selling securityholder and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the Notes and/or the shares of Common Stock to engage in market-making activities with respect to the Notes and/or the shares of Common Stock. All of the foregoing may affect the marketability of the Notes and the shares of Common Stock and the ability of any person or entity to engage in market-making activities with respect to the Notes or the shares of Common Stock.

We will pay all expenses of the registration of the Notes and the shares of Common Stock pursuant to the registration rights agreement, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or “blue sky” laws; *provided*, *however*, that each selling securityholder will pay all underwriting discounts and selling commissions, if any and any related legal expenses incurred by it. We will indemnify the selling securityholders against certain liabilities, including some liabilities under the Securities Act, in accordance with the registration rights agreement, or the selling securityholders will be entitled to contribution. We may be indemnified by the selling securityholders against civil liabilities, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling securityholders specifically for use in this prospectus, in accordance with the related registration rights agreements, or we may be entitled to contribution.

YRC WORLDWIDE, INC.
SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE

The undersigned holder of shares of the common stock, par value $1.00 per share of YRC Worldwide, Inc. (the "*Company*") issued pursuant to a certain Note Purchase Agreement by and among the Company, the investors listed on the Schedule of Buyers attached as Annex I thereto and the subsidiaries of the Company listed on Annex II thereto, dated as of February 11, 2010 (the "*Agreement*", understands that the Company intends to file with the Securities and Exchange Commission a registration statement on Form S-3 (the "*Resale Registration Statement*") for the registration and the resale under Rule 415 of the Securities Act of 1933, as amended (the "*Securities Act*"), of the Registrable Securities in accordance with the terms of the Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

In order to sell or otherwise dispose of any Registrable Securities pursuant to the Resale Registration Statement, a holder of Registrable Securities generally will be required to be named as a selling securityholder in the related prospectus or a supplement thereto (as so supplemented, the "*Prospectus*"), deliver the Prospectus to purchasers of Registrable Securities (including pursuant to Rule 172 under the Securities Act) and be bound by the provisions of the Agreement (including certain indemnification provisions, as described below). Holders must complete and deliver this Notice and Questionnaire in order to be named as selling securityholders in the Prospectus.

Certain legal consequences arise from being named as a selling securityholder in the Resale Registration Statement and the Prospectus. Holders of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not named as a selling securityholder in the Resale Registration Statement and the Prospectus.

NOTICE

The undersigned holder (the "*Selling Securityholder*") of Registrable Securities hereby gives notice to the Company of its intention to sell or otherwise dispose of Registrable Securities owned by it and listed below in Item (3), unless otherwise specified in Item (3), pursuant to the Resale Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, understands and agrees that it will be bound by the terms and conditions of this Notice and Questionnaire and the Agreement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Securityholder:

_____

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities Listed in Item 3 below are held:

_____

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by the questionnaire):

_____

2. Address for Notices to Selling Securityholder:

_____

_____

_____

Telephone: _____

Fax: _____

Contact Person: _____

E-mail address of Contact Person: _____

3. Beneficial Ownership of Registrable Securities Issuable Pursuant to the Purchase Agreement:

(a) Type and Number of Registrable Securities beneficially owned and issued pursuant to the Agreement:

_____

_____

_____

(b) Number of shares of Common Stock to be registered pursuant to this Notice for resale:

_____

_____

_____

(c) Principal Amount of Notes to be registered pursuant to this Notice for resale:

_____

_____

_____

4. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

(b) If "yes" to Section 4(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes ☐ No ☐

Note: If no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

Note: If yes, provide a narrative explanation below:

_____

_____

(c) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If no, the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

5. Beneficial Ownership of Other Securities of the Company Owned by the Selling Securityholder.

Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities listed above in Item 3.

Type and amount of other securities beneficially owned:

_____

_____

6. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

_____

_____

****

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and prior to the effective date of any applicable Resale Registration Statement. All notices hereunder and pursuant to the Agreement shall be made in writing, by hand delivery, confirmed or facsimile transmission, first-class mail or air courier guaranteeing overnight delivery at the address set forth below. In the absence of any such notification, the Company shall be entitled to continue to rely on the accuracy of the information in this Notice and Questionnaire.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items (1) through (6) above and the inclusion of such information in the Resale Registration Statement and the Prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of any such Registration Statement and the Prospectus.

By signing below, the undersigned acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M in connection with any offering of Registrable Securities pursuant to the Resale Registration Statement. The undersigned also acknowledges that it understands that the answers to this Questionnaire are furnished for use in connection with Registration Statements filed pursuant to the Registration Rights Agreement and any amendments or supplements thereto filed with the Commission pursuant to the Securities Act.

The undersigned hereby acknowledges and is advised of the following Interpretation A.65 of the July 1997 SEC Manual of Publicly Available Telephone Interpretations regarding short selling:

"An Issuer filed a Form S-3 registration statement for a secondary offering of common stock which is not yet effective. One of the selling securityholders wanted to do a short sale of common stock "against the box" and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be made before the registration statement become effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date."

By returning this Questionnaire, the undersigned will be deemed to be aware of the foregoing interpretation.

I confirm that, to the best of my knowledge and belief, the foregoing statements (including without limitation the answers to this Questionnaire) are correct.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____

Beneficial Owner: _____

By: _____
Name:
Title:

PLEASE FAX A COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Dennis M. Myers, P.C.
Tel: (312) 862-2232
Fax: (312) 862-2200
Email:

Exhibit 99.1

EXECUTION COPY

NOTE PURCHASE AGREEMENT

This **NOTE PURCHASE AGREEMENT** (this "Agreement"), dated as of February 11, 2010, is by and among YRC Worldwide Inc., a Delaware corporation with its principal executive offices currently located at 10990 Roe Avenue, Overland Park, Kansas 66211 (the "Company"), the investors listed on the Schedule of Buyers attached as Annex I hereto (individually, a "Buyer," and collectively, the "Buyers"), and the subsidiaries of the Company listed on the Schedule of Guarantors attached as Annex II hereto (individually, a "Guarantor," and collectively, the "Guarantors"; the Guarantors and the Company are sometimes referred to herein collectively as the "Issuer Parties" and each, an "Issuer Party"). The Company, the Buyers and the Guarantors are sometimes referred to herein collectively as the "Parties" and each of them, individually, as a "Party."

WHEREAS:

A. The Company and each Buyer is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506 of Regulation D ("Regulation D") as promulgated by the U.S. Securities and Exchange Commission (the "SEC") under the Securities Act.

B. The Company has authorized a new series of senior unsecured convertible notes of the Company titled 6% Convertible Senior Notes due 2014, in the form attached hereto as Exhibit A (each, a "Note," and collectively, the "Notes"), which Notes shall be convertible into the Company's common stock ("Common Stock"), having a par value of $1.00 per share as of the date of this Agreement, in accordance with the terms of the Notes and that certain indenture (as may be amended, modified or supplemented from time to time, the "Indenture") to be entered into among the Company, the Guarantors and U.S. Bank National Association, as Trustee (the "Trustee"), in connection with the closing of the transactions contemplated by this Agreement, which Indenture shall be substantially in the form attached hereto as Exhibit B. All shares of Common Stock issuable pursuant to the conversion of the Notes, together with any other shares of Common Stock issuable pursuant to the Indenture and the Notes (including, without limitation, shares of Common Stock issuable in payment of any Restricted Interest, Make Whole Premium and Liquidated Damages, as applicable) are sometimes referred to herein collectively as the "Conversion Shares" and each, a "Conversion Share." The Notes and the Conversion Shares are sometimes referred to herein collectively as the "Securities" and each, a "Security."

C. Each Buyer wishes to purchase, and the Company wishes to sell, upon and subject to the terms and conditions set forth in this Agreement, the aggregate principal amount of the Notes set forth opposite such Buyer's name in Columns (3) and (4) of the Schedule of Buyers (which aggregate principal amount for all Buyers shall be Seventy Million Dollars ($70,000,000)).

D. The purchase and sale of the Notes is structured to occur in two closings, subject to the conditions hereinafter set forth: (i) upon satisfaction of the applicable closing conditions provided herein (or waiver thereof, as provided herein), the Buyers initially will purchase an

aggregate of Forty-Nine Million Eight Hundred Thousand ($49,800,000) in principal amount of the Notes (the "First Closing"), and (ii) upon satisfaction of the applicable closing conditions set forth herein (or waiver thereof, as provided herein), the Buyers will thereafter purchase an additional Twenty Million Two Hundred Thousand Dollars ($20,200,000) in aggregate principal amount of the Notes (the "Second Closing"), and all of the foregoing funds to purchase such Notes shall be placed in escrow immediately prior to the First Closing and shall remain in escrow pending consummation of the First Closing and/or the Second Closing. If the First Closing and/or the Second Closing shall not occur as a result of the termination of this Agreement, the appropriate amount of such funds shall be returned to the Buyers in accordance with the terms set forth herein. As used herein, the term "Closing" means, as the context in which such term is used shall require, the First Closing and/or the Second Closing.

E. Each Guarantor desires to fully and unconditionally guarantee the Notes on a senior, unsecured basis, pursuant to Article XI of the Indenture, as the purchase of the Notes by the Buyers will benefit the Company and Guarantors, both individually and as a whole. The guarantees to be entered into by the Guarantors pursuant to the Indenture are referred to herein as the "Guarantees."

F. At least one Business Day prior to the First Closing Date (as defined herein), the Company, the Buyers and the Escrow Agent (as defined herein) will execute and deliver an escrow agreement, substantially in the form attached hereto as Exhibit C (the "Escrow Agreement"), which Escrow Agreement will govern, among other things, the deposit, investment and release of the funds escrowed by the Buyers with the Escrow Agent hereunder.

G. Contemporaneously with the execution and delivery of this Agreement, the Parties hereto will execute and deliver a Registration Rights Agreement, substantially in the form attached hereto as Exhibit D (the "Registration Rights Agreement"), pursuant to which the Company will agree to provide certain registration rights with respect to the Registrable Securities (as defined in the Registration Rights Agreement) under the Securities Act and the rules and regulations promulgated thereunder, and applicable state securities laws.

H. This Agreement, the Notes, the Guarantees, the Indenture (and any supplemental indenture to be executed and delivered in connection with the Second Closing (as defined below)), the Registration Rights Agreement, the Escrow Agreement and each of the other agreements entered into by the Parties in connection with the transactions contemplated by this Agreement, as each of them may be amended, modified or supplemented from time to time, are sometimes referred to herein collectively as the "Transaction Documents" and each, a "Transaction Document." Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Indenture.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. PURCHASE AND SALE OF NOTES; ESCROW.

(a) First Closing.

(i) Purchase and Sale of Notes at First Closing. Subject to the satisfaction (or waiver, as provided herein) of the conditions set forth in Sections 6 and 7 below, on the First Closing Date (as defined below), the Company shall issue and sell to each Buyer, and each Buyer severally, but not jointly, agrees to purchase from the Company, the principal amount of Notes as is set forth opposite such Buyer's name in Column (3) of the Schedule of Buyers.

(ii) First Purchase Price. The aggregate purchase price for Notes to be purchased by each such Buyer at the First Closing (the "First Purchase Price") shall be the amount set forth opposite each Buyer's name in Column (3) of the Schedule of Buyers. Each Buyer shall pay One Thousand Dollars ($1,000) for each One Thousand Dollars ($1,000) of principal amount of Notes to be purchased by such Buyer at the First Closing. The First Purchase Price shall be reduced by (w) any fees payable to the Trustee, (x) any fees due to the Escrow Agent under the Escrow Agreement, (y) the Financial Advisor Fees (as defined in Section 3(g) hereof) and (z) the fees payable to Buyer Counsel under Section 5(g) hereof.

(iii) First Closing Date. The First Closing shall take place at the offices of Lowenstein Sandler PC ("Buyer Counsel"), 1251 Avenue of the Americas, New York, New York 10020, at 10:00 a.m., New York City time, on the second (2nd) Business Day after the Buyers have confirmed that all of the conditions set forth in Section 7, and the Company has confirmed that all of the conditions set forth in Section 6, have been satisfied (or waived, as provided herein), or on such other date or at such other time and place as is mutually agreed to by the Company and each Buyer. The time and date of the First Closing is referred to herein as the "First Closing Date."

(iv) Form of Payment. On the First Closing Date, upon satisfaction (or waiver, as provided herein) of the conditions set forth in Sections 6 and 7 below, the Buyers shall instruct the Escrow Agent to release that portion of the Escrow Amount (as each such term is defined below) attributable to the First Closing in accordance with Section 5(d) hereof. Concurrently with receipt of such portion of the Escrow Amount, the Company shall deliver to each Buyer (or its custodian or prime broker, as directed) the Notes (allocated in the principal amounts as such Buyer shall request) which such Buyer is then purchasing at the First Closing, duly executed on behalf of the Company and the Guarantors and registered in the name of such Buyer.

(b) Second Closing.

(i) Purchase and Sale of Notes at Second Closing. Subject to the satisfaction (or waiver, as provided herein) of the conditions set forth in Sections 6 and 8 below, on the Second Closing Date (as defined below), and provided that the First Closing shall have occurred within the timeframe specified in this Agreement, the Company shall issue and sell to each Buyer, and each Buyer severally, but not jointly,

agrees to purchase from the Company, the principal amount of Notes as is set forth opposite such Buyer's name in Column (4) of the Schedule of Buyers.

(ii) Second Purchase Price. The aggregate purchase price for Notes to be purchased by each such Buyer at the Second Closing (the "Second Purchase Price") shall be the amount set forth opposite each Buyer's name in Column (4) of the Schedule of Buyers. Each Buyer shall pay One Thousand Dollars ($1,000) for each One Thousand Dollars ($1,000) of principal amount of Notes to be purchased by such Buyer at the Second Closing, provided, however, that the Issuer Parties and the Buyers agree that they shall enter into and deliver, and shall cause the Trustee to enter into and deliver, a supplemental indenture (the "Supplemental Indenture") for the purpose of providing the Buyers with the same economic benefits under the Notes issued at the Second Closing as they would have received if they had purchased such Notes at the First Closing (by having interest on such Notes be deemed to accrue from the First Closing Date or such other arrangement as the Parties shall agree), in part recognizing that the full purchase price for such Notes is being deposited into escrow as of the Business Day immediately prior to the First Closing. The Second Purchase Price shall be reduced by the fees payable to Buyer Counsel under Section 5(g) hereof.

(iii) Second Closing Date. The Second Closing shall take place at the offices of Buyer Counsel as set forth in Section 1(a)(iii) on the second (2nd) Business Day after the Buyers have confirmed that all of the conditions set forth in Section 8, and the Company has confirmed that all of the conditions set forth in Sections 6(a), 6(b) and 6(c), have been satisfied (or waived, as provided herein), or on such other date or at such other time and place as is mutually agreed to by the Company and each Buyer (such date of the Second Closing, if any, the "Second Closing Date"). Each of the First Closing Date and the Second Closing Date is hereinafter referred to as the "Closing Date," and references to the Closing Date shall refer to each or either of the First Closing Date and the Second Closing Date, as applicable, where the context so requires.

(iv) Form of Payment. On the Second Closing Date, upon satisfaction (or waiver, as provided herein) of the conditions set forth in Sections 6 and 8 below, the Buyers shall instruct the Escrow Agent to release that portion of the Escrow Amount attributable to the Second Closing in accordance with Section 5(e) hereof. Concurrently with receipt of such portion of the Escrow Amount, the Company shall deliver to each Buyer (or its custodian or prime broker, as directed) Notes (allocated in the principal amounts as such Buyer shall request) which such Buyer is then purchasing at the Second Closing, duly executed on behalf of the Company and the Guarantors and registered in the name of such Buyer.

(c) Escrow.

(i) At least one Business Day prior to the First Closing Date, each Buyer shall promptly cause a wire transfer of immediately available funds (U.S. dollars) in an amount representing the total of the amounts set forth opposite each Buyer's name in Columns (3) and (4) of the Schedule of Buyers, to be paid to an escrow account of Wells Fargo, National Association, in its capacity as escrow agent under the Escrow

Agreement (in such capacity, and including any successor escrow agent, the "Escrow Agent"). The aggregate amount to be held in escrow by the Escrow Agent is referred to herein as the "Escrow Amount". The Escrow Agent shall hold the Escrow Amount in escrow in accordance with the terms of the Escrow Agreement.

(ii) With respect to each Closing, the Escrow Agent shall continue to hold the Escrow Amount in escrow in accordance with and subject to the Escrow Agreement, from the date of its receipt of the funds constituting the Escrow Amount until the earlier of: (x) the Closing Date to which such Escrow Amount applies, in which case, such Escrow Amount shall be distributed in accordance with Section 1(a) or Section 1(b), as the case may be; or (y) the Escrow Termination Date (as defined below), in which case any remaining Escrow Amount shall be returned to the Buyers in accordance with their written wire transfer instructions delivered to the Escrow Agent. In the case of the Escrow Termination Date, if the Escrow Agent has not received written wire transfer instructions from any Buyer before the 30th day after the Escrow Termination Date, then the Escrow Agent may, in its sole and absolute discretion, either (A) deposit that portion of the Escrow Amount to be returned to such Buyer in a court of competent jurisdiction on written notice to such Buyer and the Escrow Agent shall thereafter have no further liability with respect to such deposited funds, or (B) continue to hold such portion of the Escrow Amount pending receipt of written wire transfer instructions from such Buyer or an order from a court of competent jurisdiction, and in case of clauses (A) and (B), the fees and expenses of the Escrow Agent may be deducted from such portion of the Escrow Amount. The "Escrow Termination Date" shall be the date on which this Agreement terminates under Section 9 hereof, which shall include, for the avoidance of doubt, the date of any Bankruptcy Event (as defined in Section 9(d) hereof).

(d) Release of Escrow upon Closing. At the applicable Closing, the Buyers shall instruct the Escrow Agent to release that portion of the Escrow Amount attributable to such Closing in accordance with the following:

(i) in the case of the First Closing, if any, receipt of written instructions from the Buyers that the First Closing shall have been consummated, in which case, the Escrow Agent shall release to the Company that portion of the Escrow Amount constituting the aggregate "Purchase Price" as set forth opposite each Buyer's name in Column (3) of the Schedule of Buyers less (w) any fees payable to the Trustee, (x) fees due to the Escrow Agent under the Escrow Agreement, (y) the Financial Advisor Fees (as defined in Section 3(g) hereof) and (z) the fees payable to Buyer Counsel under Section 5(g) hereof; and

(ii) in the case of the Second Closing, if any, receipt of written instructions from the Buyers that the Second Closing shall have been consummated, in which case, the Escrow Agent shall release that portion of the Escrow Amount constituting the aggregate "Purchase Price" as set forth opposite each Buyer's name in Column (4) of the Schedule of Buyers plus any other remaining Escrow Property (as defined in the Escrow Agreement) less any fees payable to Buyer Counsel under Section 5(g) hereof.

2. REPRESENTATIONS AND WARRANTIES OF THE BUYERS.

Each Buyer, severally and not jointly, represents and warrants to each of the Issuer Parties, solely with respect to and on behalf of itself, as of the date hereof and as of the applicable Closing Date, knowing and intending the Issuer Parties' reliance hereon, that:

(a) No Public Sale or Distribution. Such Buyer is acquiring the Notes and, upon conversion of the Notes, will acquire the Conversion Shares issuable upon conversion thereof (as well as any other Conversion Shares), in the ordinary course of business for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act, and such Buyer does not have a present arrangement or agreement to effect any distribution of the Securities to or through any person or entity; provided, however, that by making the representations herein, such Buyer does not agree to hold any of the Securities for any minimum period of time or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement filed pursuant to or an exemption under the Securities Act.

(b) Accredited Investor Status. Such Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.

(c) Reliance on Exemptions. Such Buyer understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Issuer Parties are relying in part upon the truth and accuracy of, and such Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of such Buyer to acquire the Securities.

(d) Information. Such Buyer and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and its Subsidiaries (as defined below) and materials relating to the offer and sale of the Securities which have been requested by such Buyer. Such Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by such Buyer or its advisors, if any, or its representatives, shall modify, amend or affect such Buyer's right to rely on the Company's representations and warranties contained herein. Such Buyer understands that its investment in the Securities involves a high degree of risk and that it is able to afford a complete loss of such investment. Such Buyer has independently evaluated the merits of its decision to purchase the Securities pursuant to the Transaction Documents, and such Buyer confirms that it has not relied on the advice of any other Buyer's business and/or legal counsel in making such decision. Such Buyer understands that nothing in this Agreement or any other materials presented by or on behalf of the Company or its Subsidiaries to the Buyer in connection with the purchase of the Securities constitutes legal, tax or investment advice. Such Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities.

(e) No Governmental Review. Such Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities, nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(f) Transfer or Resale. Such Buyer understands that except as provided in the Registration Rights Agreement: (i) the Securities have not been and are not being registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) such Buyer shall have delivered to the Company an opinion of counsel, in a generally acceptable form, to the effect that such Securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) such Buyer provides the Company with reasonable assurance that such Securities can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the Securities Act (or a successor rule thereto) (collectively, "Rule 144"); (ii) any sale of the Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144 and, further, if Rule 144 is not applicable, any resale of the Securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other Person is under any obligation to register the Securities under the Securities Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder. Notwithstanding the foregoing, the Securities may be pledged in connection with a *bona fide* margin account or other loan secured by the Securities and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and no Buyer effecting a pledge of Securities shall be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document, including, without limitation, this Section 2(f); provided, that in order to make any sale, transfer or assignment of Securities, such Buyer and its pledgee makes such disposition in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

(g) Legends. Such Buyer understands that the certificates or other instruments representing the Conversion Shares and, until such time as the resale of the Conversion Shares have been registered under the Securities Act as contemplated by the Registration Rights Agreement, the stock certificates representing the Conversion Shares, except as set forth below, shall bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF

COUNSEL IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

The legend set forth above shall be removed and the Company shall issue to such holder by electronic delivery at the applicable balance account at The Depository Trust Company ("DTC") or, if the Company is unable to obtain DTC eligibility for such Securities, issue a certificate without such legend to the holder of the Securities upon which it is stamped, if, unless otherwise required by state securities laws: (i) such Securities are registered for resale under the Securities Act, (ii) in connection with a sale, assignment or other transfer, such holder provides the Company with an opinion of counsel reasonably satisfactory to the Company, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Securities may be made without registration under the applicable requirements of the Securities Act and that such legend is no longer required, or (iii) such holder provides the Company with reasonable assurance that the Securities can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A. The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with such issuance.

(h) Validity; Enforcement. This Agreement and the Registration Rights Agreement have been duly and validly authorized, executed and delivered on behalf of such Buyer and shall constitute the legal, valid and binding obligations of such Buyer, enforceable against such Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(i) No Conflicts. The execution, delivery and performance by such Buyer of this Agreement and the Registration Rights Agreement and the consummation by such Buyer of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Buyer or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Buyer is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Buyer to perform its obligations hereunder.

(j) Residency. Such Buyer is a resident of the jurisdiction specified immediately below its address in Column (2) of the Schedule of Buyers.

(k) Certain Trading Activities. Other than executing this Agreement, since the time that such Buyer executed and delivered a confidentiality agreement (and any extension

thereof) with the Company with respect to the transactions contemplated hereby, neither the Buyer nor any "affiliate" (as defined in the Securities Act) of such Buyer which (x) had knowledge of the transactions contemplated hereby, (y) has or shares discretion relating to such Buyer's investments or trading or information concerning such Buyer's investments, including in respect of the Securities, and (z) is subject to such Buyer's review or input concerning such affiliate's investments or trading (collectively, "Trading Affiliates") has, directly or indirectly, nor has any Person acting on behalf of or pursuant to any understanding with such Buyer or Trading Affiliate, effected or agreed to effect any sales or purchases of the securities of the Company (including, without limitation, any Short Sales (as defined below) involving the Company's securities, but not including the location and/or reservation of borrowable shares of Common Stock). Notwithstanding the foregoing, in the case of a Buyer and/or Trading Affiliate that is, individually or collectively, a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Buyer's or Trading Affiliate's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Buyer's or Trading Affiliate's assets, the representation set forth above shall apply only with respect to the portion of assets managed by the portfolio managers that have knowledge about the financing transaction contemplated by this Agreement. Notwithstanding the foregoing, no Buyer makes any representation, warranty or covenant hereby that it will not engage in Short Sales in the securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced as described in Section 5(i). For purposes of this clause (k), "Short Sales" include, without limitation, (i) all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (ii) sales and other transactions through non-U.S. broker dealers or foreign regulated brokers, but, with respect to clause (i) and (ii) above, not including the location and/or reservation of borrowable shares of Common Stock.

(l) General Solicitation. Such Buyer is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general advertisement.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each of the Buyers, as of the date hereof and as of the applicable Closing Date, knowing and intending the Buyers' reliance hereon, that:

(a) Organization and Qualification. Each of the Company and its "Subsidiaries" (which, for purposes of this Agreement, shall mean any entity in which the Company, directly or indirectly, owns capital stock or holds an equity or similar interest such that such entity is consolidated with the Company's results of operations for accounting purposes) are corporations or other legal entities duly organized and validly existing in good standing under the laws of the jurisdiction in which they are incorporated or formed, and have the requisite corporate or other organizational power and authorization to own their properties

and to carry on their business as now being conducted, except, solely in the case of any Subsidiary of the Company that is not a Guarantor hereunder, to the extent that such non-Guarantor Subsidiary's failure to be in good standing would not reasonably be expected to have a Material Adverse Effect. The Company has no Subsidiaries except as disclosed or described in the Recent SEC Documents (as defined in Section 3(k), below) or as set forth on Schedule 3(a). Each of the Company and its Subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect. As used in this Agreement, "Material Adverse Effect" means any material adverse change or effect on the business, assets, operations, results of operations, condition (financial or otherwise) or prospects of the Company and its Subsidiaries, taken as a whole, since the date of this Agreement, or on the transactions contemplated by this Agreement and the other Transaction Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of the Company to perform its obligations under this Agreement and the other Transaction Documents.

(b) Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to issue the Securities in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Notes and the reservation for issuance and the issuance of the Conversion Shares have been duly authorized by the Company's board of directors ("Board"), and no further consent or authorization is required by the Company, its Board or its stockholders (other than the stockholder approval contemplated by Section 7(j)). This Agreement and the other Transaction Documents have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(c) Issuance of Securities. The issuance of the Notes has been duly authorized and, upon issuance in accordance with the terms of the Transaction Documents, shall be free from all taxes, liens and charges with respect to the issuance thereof. As of the Closing Date, the Company shall have authorized and reserved for issuance a number of shares of Common Stock equal to the number of Conversion Shares (the "Authorized Share Number") in addition to any shares of Common Stock that the Company may have authorized and reserved for any other purposes. Upon conversion in accordance with the Notes, or issuance pursuant to the terms of the Notes and the Indenture, as applicable, the Conversion Shares will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights, taxes, liens and charges with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of Common Stock. Assuming the accuracy of the representations and warranties of the Buyers contained herein and compliance with the covenants set forth herein,

the offer and issuance by the Company of the Securities is exempt from registration under the Securities Act.

(d) No Conflicts. The execution, delivery and performance of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Notes as well as the reservation for issuance and issuance of the Conversion Shares) does not and will not (i) result in a violation of the Company's Certificate of Incorporation (as defined below) or Bylaws (as defined below), (ii) result in a violation of any certificate of incorporation, certificate of formation, certificate of designation, bylaw or other constituent document of any of the Company's Subsidiaries, (iii) conflict with, or constitute a default (or an event which with notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, or (iv) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and the rules and regulations of The NASDAQ Stock Market (the "Principal Market")) or any other national securities exchange or automated quotation system (an "Eligible Market") applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected, except in the case of clauses (iii) and (iv) above, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) Consents. The Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement or the other Transaction Documents, in each case in accordance with the terms hereof or thereof, other than (i) filings required by applicable state securities laws, (ii) the filing with the SEC of one or more Registration Statements and the issuance of effectiveness orders with respect thereto in accordance with the requirements of the Registration Rights Agreement, (iii) the filing of any requisite notices and/or application(s) to the Principal Market or Eligible Market, as applicable, for the issuance and sale of the Common Stock and the listing of the Common Stock for trading or quotation, as the case may be, thereon in the time and manner required thereby, (iv) the filings required in accordance with Section 5(i) of this Agreement, (v) those that have been made or obtained prior to the date of this Agreement, and (vi) filings required under the Securities Act or Exchange Act. All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the Closing Date.

(f) Acknowledgment Regarding Buyer's Purchase of Securities. The Company acknowledges and agrees that each Buyer is acting individually and solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby and that no Buyer is (i) an officer or director of the Company, (ii) to the knowledge of the Company, an "affiliate" of the Company or any of its Subsidiaries (as defined in Rule 144) or (iii) to the knowledge of the Company, a "beneficial owner" of more than 10% of the shares of Common Stock (as determined in accordance with Rule 13d-3 of the Exchange Act and the rules and regulations promulgated thereunder). The

Company further acknowledges that no Buyer is acting as a financial advisor or fiduciary of the Company or any of its Subsidiaries (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by a Buyer or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to such Buyer's purchase of the Securities. The Company further represents to each Buyer that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

(g) No General Solicitation; Fees of Placement Agents and Financial Advisors. Neither the Company, nor any of its affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Securities. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for persons engaged by any Buyer) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold each Buyer harmless against, any liability, loss or expense (including, without limitation, attorney's fees and out-of-pocket expenses) arising in connection with any such claim (other than for persons engaged by any Buyer). Except for Rothschild Inc. and Moelis & Company (together, the "Financial Advisors"), the Company has not engaged any placement agent or financial advisor in connection with the sale of the Securities. No Person other than the Financial Advisors is or will be entitled to a broker's, finder's, investment banker's, financial advisor's or similar fee from the Company, or any of its Subsidiaries or affiliates in connection with this Agreement or any of the transactions contemplated hereby. The aggregate amount of fees to be paid to the Financial Advisors in connection with the sale of the Securities shall be Two Million Five Hundred and Thirty Thousand Dollars ($2,530,000) (such fees, collectively, the "Financial Advisor Fees"), which Financial Advisor Fees shall be paid to the Financial Advisors at the First Closing in accordance with the terms of this Agreement and the Escrow Agreement.

(h) No Integrated Offering. None of the Company, its Subsidiaries, any of their affiliates, and any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of any of the Securities under the Securities Act or cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of the Securities Act or any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated. None of the Company, its Subsidiaries, their affiliates and any Person acting on their behalf will take any action or steps referred to in the preceding sentence that would (i) require registration of any of the Securities under the Securities Act, (ii) cause the offering of the Securities to be integrated with other offerings in violation of the Securities Act or (iii) cause the sale and issuance of the Securities to be subject to any stockholder approval requirement, including, without limitation, under the rules and regulations of the Principal Market or of any Eligible Market on which any of the securities of the Company are listed or designated.

(i) Dilutive Effect. The Company understands and acknowledges that the number of Conversion Shares issuable upon conversion of the Notes and under the terms of the

Notes and the Indenture will increase in certain circumstances. The Company further acknowledges that its obligation to issue the Conversion Shares in accordance with this Agreement, the Notes and the Indenture is absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other holders of the Company's securities.

(j) Application of Takeover Protections; Rights Agreement. The Company and its Board have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, "poison pill" (including any distribution under a rights agreement) or other similar anti-takeover provision under the Certificate of Incorporation or the laws of the State of Delaware which is or could become applicable to any Buyer as a result of the transactions contemplated by this Agreement, including, without limitation, the Company's issuance of the Securities and any Buyer's ownership of the Securities. The Company has not adopted a stockholder rights plan or similar arrangement relating to accumulations of beneficial ownership of Common Stock or a change in control of the Company.

(k) SEC Documents; Financial Statements. During the two (2) years prior to the date hereof, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act (all of the foregoing filed prior to the date hereof or prior to the date of the Closing, and all exhibits included therein and financial statements and schedules thereto and documents incorporated by reference therein together with the Registration Statement on Form S-4 filed with the SEC on November 9, 2009, as amended and supplemented to the date hereof, are hereinafter collectively referred to as the "SEC Documents"). The Company has delivered to the Buyers or their respective representatives true, correct and complete copies of any SEC Documents that are not available on or through the SEC's Electronic Data Gathering, Analysis, and Retrieval ("EDGAR") system. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements), and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). The Company's SEC Documents filed with the SEC through and including the second (2nd) Business Day prior to the date of this Agreement are referred to herein as the "Recent SEC Documents."

(l) Absence of Certain Changes. Except as disclosed or described in the Recent SEC Documents, since December 31, 2008, there has been no material adverse change in the business, assets, operations, condition (financial or otherwise), results of operations or prospects of the Company and its Subsidiaries, taken as a whole. The Company has not taken any steps with any governmental agency or authority or any other regulatory or self-regulatory agency or authority to seek protection pursuant to any bankruptcy law nor does the Company have any knowledge or reasonable basis to believe that its creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact which would reasonably lead a creditor to do so. The Company is not as of the date hereof, and after giving effect to the transactions contemplated hereby to occur at the Closing, will not be Insolvent (as hereinafter defined). For purposes of this Section 3(l), "Insolvent" means, with respect to any Person (i) such Person is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured in the ordinary course, (ii) such Person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature in the ordinary course or (iii) such Person has unreasonably small capital with which to conduct the business in which it is engaged, as such business is now conducted. For purposes of the foregoing, the amount of any contingent liability at any time shall be computed as the amount that, in light of all facts and circumstances existing at the time, represents the amount that could reasonably be expected to become an actual liability and the Company shall be entitled to make a reasonable assumption that its existing pension plan deferrals and employee wage concessions (each as disclosed in the Recent SEC Documents will continue for the foreseeable future.

(m) No Undisclosed Events, Liabilities, Developments or Circumstances. As of the date hereof, except for the transactions contemplated hereby, which will be disclosed in the filing of a current report on Form 8-K pursuant to Section 5(i), no event, liability, development or circumstance has occurred or exists, or is contemplated to occur, with respect to the Company or its Subsidiaries or their respective business, properties, prospects, operations or financial condition, that would be required to be disclosed by the Company under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Company of its Common Stock and which has not been publicly announced.

(n) Conduct of Business; Regulatory Permits. Neither the Company nor any of its Subsidiaries is in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to the Company or its Subsidiaries, and neither the Company nor any of its Subsidiaries will conduct its business in violation of any of the foregoing, except for violations which would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Without limiting the generality of the foregoing, except as disclosed or described in the Recent SEC Documents, the Company is not in violation of any of the rules, regulations or requirements of the Principal Market or any Eligible Market, as applicable, and has no knowledge of any facts that could reasonably be expected to lead to delisting or suspension of the Common Stock in the foreseeable future (other than that the recent trading price of the Common Stock has been below $1.00). During the two (2) years prior to the date hereof, (i) the Common Stock has been designated for quotation or listed on the Principal Market (or Eligible Market, as applicable), (ii) trading in the Common Stock has not been suspended by the SEC or the Principal Market (or Eligible Market, as applicable) (other than as requested by the Company in connection with the dissemination of material information), and (iii) the

Company has received no communication, written or oral, from the SEC or the Principal Market (or Eligible Market, as applicable) regarding the suspension or delisting of the Common Stock from the Principal Market (or Eligible Market, as applicable). The Company and its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect, and neither the Company nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit that could otherwise reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(o) Foreign Corrupt Practices. During the past five (5) years, neither the Company nor any of its Subsidiaries, nor any director, officer, agent, employee or other Person acting on behalf of the Company or any of its Subsidiaries, has, in the course of its, his or her actions for or on behalf of the Company or any of its Subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(p) Sarbanes-Oxley Act. The Company is in material compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof.

(q) Transactions With Affiliates. Except as set forth in the Recent SEC Documents, none of the officers, directors or employees of the Company is presently a party to any transaction with the Company or any of its Subsidiaries (other than (i) for ordinary course services as employees, officers or directors and (ii) transactions in the ordinary course of business at prices and on terms and conditions not less favorable to the Company than could be obtained on an arm's-length basis from unrelated third parties), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any such officer, director, or employee has a substantial interest or is an officer, director, trustee or partner.

(r) Equity Capitalization. As of the date hereof, the authorized capital stock of the Company consists of (i) 120,000,000 shares of Common Stock, of which, as of the date hereof, 96,682,952 shares are issued and outstanding, 404,512 shares are reserved for issuance pursuant to the Company's employee equity incentive compensation plans and 16,980,361 shares are reserved for issuance pursuant to securities (other than the Notes) exercisable or exchangeable for, or convertible into, shares of Common Stock, and (ii) 5,000,000 shares of preferred stock, par value $1.00 per share, of which, as of the date hereof, 4,345,514 shares are issued and outstanding and designated as Class A Convertible Preferred Stock (the "Class A

Preferred"). All of such outstanding shares have been, or upon issuance will be, validly issued and are fully paid and nonassessable. Upon approval of the matters being voted upon at the meeting of the Company's stockholders scheduled to be held on February 17, 2010, the par value of the Common Stock shall be $0.01 per share, and, assuming all outstanding shares of Class A Preferred are converted into shares of Common Stock and no shares of Common Stock are issued pursuant to the exercise or vesting of outstanding equity awards and there are no forfeitures of outstanding equity awards after the date hereof, the authorized capital stock of the Company shall consist of (x) 2,000,000,000 shares of Common Stock, which, as of such date, no more than 1,053,912,776 shares shall be issued and outstanding, 404,512 shares shall be reserved for issuance pursuant to the Company's employee equity incentive compensation plans and 16,980,361 shares shall be reserved for issuance pursuant to securities (other than the Notes) exercisable or exchangeable for, or convertible into, shares of Common Stock, and (y) 5,000,000 shares of preferred stock, par value $1.00 per share, which, as of such date, no shares of preferred stock shall be issued and outstanding. Except as disclosed or described in the Recent SEC Documents: (A) no shares of the Company's capital stock are subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company; (B) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or any of its Subsidiaries; (C) there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness in an amount in excess of $5,000,000 (excluding intercompany Indebtedness) of the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries is or may become bound; (D) there are no financing statements securing obligations in any material amounts, either singly or in the aggregate, naming the Company or any of its Subsidiaries (other than liens permitted by the Financing Facilities); (E) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the Securities Act (except pursuant to the Registration Rights Agreement); (F) there are no outstanding securities or instruments of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (G) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Securities; (H) the Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (I) the Company and its Subsidiaries have no liabilities or obligations required to be disclosed or described in the SEC Documents but not so disclosed or described in the SEC Documents, other than those incurred in the ordinary course of the Company's or any Subsidiary's respective businesses or which, individually or in the aggregate, do not or would not be reasonably likely to have a Material Adverse Effect. The Company confirms that it has filed with the SEC true, correct and complete copies of the Company's Certificate of Incorporation, as amended and as in effect on the date hereof (the "Certificate of

Incorporation"), and the Company's Bylaws, as amended and as in effect on the date hereof (the "Bylaws"), and the terms of all securities convertible into, or exercisable or exchangeable for, shares of Common Stock and the material rights of the holders thereof in respect thereto.

(s) Indebtedness and Other Contracts. Except as disclosed or described in the Recent SEC Documents, neither the Company nor any of its Subsidiaries (i) has any outstanding Indebtedness in an amount in excess of $5,000,000 (excluding intercompany Indebtedness), (ii) is a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument would reasonably be expected to result in a Material Adverse Effect, (iii) is in violation of any term of or in default under any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, or (iv) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or would reasonably be expected to have or is expected to have a Material Adverse Effect. Without limiting the foregoing, the Company represents and warrants that it is currently in compliance in all material respects with all provisions of the Financing Facilities and any other material financing documents and, based upon all information currently available to it, the Company has no reason to believe that it will violate or be in default under the Financing Facilities or any other material financing document, whether as a result of the transactions contemplated by the Transaction Documents or otherwise. The Guarantors, collectively, comprise all of the Subsidiaries of the Company who are guarantors of any indebtedness of the Company issued pursuant to any indenture under which the Company is an obligor or of any securities issued by the Company pursuant to an indenture as of the date hereof and as of any Closing Date.

(t) Absence of Litigation. Except as set forth in the Recent SEC Documents, there is no action, suit, proceeding, inquiry or investigation before or by the Principal Market (or Eligible Market, as applicable), any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company, threatened against or affecting the Company, the Common Stock or any of its Subsidiaries or any of the Company's or the Company's Subsidiaries' officers or directors, whether of a civil or criminal nature or otherwise, that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(u) Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries are engaged in the same or similar locations, provided that each of the Company and its Subsidiaries may self-insure to the same extent as other companies engaged in similar businesses and owning similar properties in the same general areas in which the Company or each such Subsidiary, as applicable, operates. Except as disclosed or described in the Recent SEC Documents, neither the Company nor any Subsidiary has been refused any insurance coverage which it sought or for which it applied during the last two (2) years. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not

reasonably be expected to have a Material Adverse Effect; provided, however, that each of the Company and its Subsidiaries may self-insure to the same extent as other companies engaged in similar businesses and owning similar properties in the same general areas in which the Company or each such Subsidiary, as applicable, operates.

(v) Employee Relations. The Company has filed with the SEC all of the collective bargaining agreements to which the Company or any of its Subsidiaries is a party that are material to the Company and its Subsidiaries, taken as a whole. The Recent SEC Documents summarize in all material respects the proportion of the employees of the Company and its Subsidiaries that are represented by a union. The Company and its Subsidiaries believe that their relations with their employees are good. No executive officer of the Company or any of its Subsidiaries (as defined in Rule 501(f) of the Securities Act) has notified the Company or any such Subsidiary that such officer intends to leave the Company or any such Subsidiary or otherwise terminate such officer's employment with the Company or any such Subsidiary. No executive officer of the Company, to the knowledge of the Company or any of its Subsidiaries, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability except for any of the foregoing matters that could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. The Company and its Subsidiaries are in compliance with all federal, state, local and foreign laws and regulations respecting labor, employment and employment practices and benefits, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect.

(w) ERISA Compliance. Except as disclosed or described in the Recent SEC Documents:

(i) No ERISA Event has occurred, and no ERISA Event with respect to any Plan is reasonably expected to occur, that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

(ii) There are no pending or, to the knowledge of the Company, threatened, claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan, which has resulted or could reasonably be expected to result in a Material Adverse Effect. There has been no prohibited transaction or violation of fiduciary responsibility by the Company, or to the knowledge of the Company, any administrator, trustee or their respective agents, with respect to any Plan, which has resulted or would reasonably be expected to result in a Material Adverse Effect.

For purposes of this Section 3(w), the following capitalized terms shall have the respective meanings set forth below:

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Company or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Company or any of its ERISA Affiliates from any Plan or Multi-employer Plan; or (g) the receipt by the Company or any ERISA Affiliate of any notice, or the receipt by any Multi-employer Plan from the Company or any ERISA Affiliate of any notice, concerning the imposition upon the Company or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multi-employer Plan is insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Governmental Authority" means any government, state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administration functions of or pertaining to government, or any government authority, agency, department, board, tribunal, commission or instrumentality of the United State of America, any foreign government, any state of the United States of America, or any municipality or other political subdivision thereof, and any court, tribunal or arbitrators of competent jurisdiction, and any governmental or non governmental self regulatory organization, agency or authority.

"Multi-employer Plan" means a "multi-employer plan" as defined in Section 4001(a)(3) of ERISA with respect to which the Company or any of its ERISA Affiliates may have any liability, contingent or otherwise.

"PBGC" means the Pension Benefit Guaranty Corporation, or any Governmental Authority succeeding to the functions thereof or any Governmental Authority of another jurisdiction exercising similar functions in respect of any Plans of the Company or any ERISA Affiliate.

"Plan" means any employee pension benefit plan (other than a Multi-employer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or

Section 302 of ERISA, and in respect of which the Company or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Withdrawal Liability" means liability to a Multi-employer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

(x) Title. The Company and its Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property, in each case that are owned by them, free and clear of all liens, encumbrances and defects, except such as do not materially affect the value of such property and do not interfere in any material respect with the use made and proposed to be made of such property by the Company and any of its Subsidiaries or are otherwise set forth or described in the Recent SEC Documents. Any real property and facilities that are material to the Company and its Subsidiaries, taken as a whole, held under lease by the Company and any of its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiaries.

(y) Intellectual Property Rights. The Company and its Subsidiaries own or possess adequate rights or licenses to use all material trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights (collectively, "Intellectual Property Rights") necessary to conduct their respective businesses as currently conducted, except where the failure thereof would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. The Company does not have any knowledge of any infringement by the Company or its Subsidiaries of Intellectual Property Rights of others which would reasonably be expected to result in a Material Adverse Effect. There is no claim, action or proceeding being made or brought, or to the knowledge of the Company, being threatened, against the Company or any of its Subsidiaries regarding its Intellectual Property Rights which has a reasonable likelihood of adverse determination and such determination would reasonably be expected to result in a Material Adverse Effect. The Company is unaware of any facts or circumstances which could reasonably be expected to give rise to any of the foregoing infringements or claims, actions or proceedings. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their Intellectual Property Rights, except as determined in their commercially reasonable business judgment.

(z) Environmental Laws. Except as disclosed or described in the Recent SEC Documents, the Company and its Subsidiaries (i) are in compliance with any and all Environmental Laws (as hereinafter defined), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where, in each of the foregoing clauses (i), (ii) and (iii), the failure to so comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The term "Environmental Laws" means all federal, state, local or foreign laws relating to

pollution or health and safety matters or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes regulated pursuant to Environmental Laws (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(aa) Subsidiary Rights. Except as disclosed or described in the Recent SEC Documents, the Company or one of its Subsidiaries has the unrestricted right to vote, and (subject to limitations imposed by applicable law) to receive dividends and distributions on, all capital securities of its Subsidiaries as owned by the Company or such Subsidiary.

(bb) Tax Status. The Company and each of its Subsidiaries (i) has made or filed all federal, foreign and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject which are now due and for which filing extensions have not been obtained, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and (iii) has set aside on its books provision reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. Except as disclosed in the Recent SEC Documents, there are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

(cc) Internal Accounting and Disclosure Controls. The Company and each of its Subsidiaries maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15 under the Exchange Act). The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act) that are effective in ensuring that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the rules and forms of the SEC, including, without limitation, controls and procedures designed in to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive officer or officers and its principal financial officer or officers, as appropriate, to allow timely decisions regarding required disclosure. During the two (2) years prior to the date hereof, neither the Company nor any of its Subsidiaries has received any notice or correspondence from any accountant relating to any potential material weakness in any part of the system of internal accounting controls of the Company or any of its Subsidiaries.

(dd) Ranking of Notes. Except as disclosed or described in the Recent SEC Documents, and except for Indebtedness under the Financing Facilities, no Indebtedness of the Company is senior to or ranks *pari passu* with the Notes in right of payment, whether with

respect of payment of redemptions, interest, damages or upon liquidation or dissolution or otherwise.

(ee) Off Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company and an unconsolidated or other off balance sheet entity that is required to be disclosed by the Company in its Exchange Act filings and has not been so disclosed or that otherwise would reasonably be expected to have a Material Adverse Effect.

(ff) Form S-3 Eligibility. The Company is eligible to register the Notes and the Conversion Shares for resale by the Buyers using a registration statement on Form S-3 promulgated under the Securities Act. The Company has provided the Buyers with a draft of the Registration Statement on Form S-3, which, as of the date hereof, is ready for filing with the SEC and complies in all material respects with the SEC's rules and regulations.

(gg) Manipulation of Price. The Company has not, and, to its knowledge, no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) except as set forth in the SEC Documents, sold, paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(hh) Transfer Taxes. On the Closing Date, all stock transfer or other taxes (other than income or similar taxes) which are required to be paid in connection with the sale and transfer of the Securities to be sold to each Buyer hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with.

(ii) Investment Company Status. The Company is not, and upon consummation of the sale of the Securities will not be, an "investment company," as defined in, or subject to, the Investment Company Act of 1940, as amended.

(jj) Acknowledgement Regarding Buyers' Trading Activity. Except as set forth in Section 2(k), the Company understands and acknowledges (i) that none of the Buyers has been asked by the Company or any of its Subsidiaries to agree, nor has any Buyer agreed with the Company or any of its Subsidiaries, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Securities for any specified term; (ii) that any Buyer, and counterparties in "derivative" transactions to which any such Buyer is a party, directly or indirectly, presently may have a "short" position in the Common Stock, and (iii) that each Buyer shall not be deemed to have any affiliation with or control over any arm's length counterparty in any "derivative" transaction. The Company further understands and acknowledges that (x) one or more Buyers may engage in hedging and/or trading activities at various times during the period that the Securities are outstanding and (y) such hedging and/or trading activities, if any, can reduce the value of the existing stockholders' equity interest in the Company both at and after the time the hedging and/or trading activities are being conducted. The Company acknowledges that such aforementioned hedging and/or trading activities do not constitute a breach of this Agreement or

the Transaction Documents or any of the documents executed in connection herewith or therewith. The Company is not aware of any of the aforementioned hedging and/or trading activities of any of the Buyers. The Company may not be informed of, and will not monitor, any such aforementioned hedging and/or trading activities by any one or more Buyers in the future.

(kk) U.S. Real Property Holding Corporation. The Company is not, has never been, and so long as any Securities remain outstanding, shall not become, a U.S. real property holding corporation within the meaning of Section 897 of the Code, and the Company shall so certify upon any Buyer's request.

(ll) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries or affiliates is subject to the Bank Holding Company Act of 1956, as amended (the "BHCA"), or to regulation by the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Neither the Company nor any of its Subsidiaries or affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent (25%) or more of the total equity of a bank or any entity that is subject to the BHCA or to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries or affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA or to regulation by the Federal Reserve.

(mm) No Additional Agreements. Other than confidentiality agreements entered into with each Buyer prior to the date of this Agreement (which shall remain in full force and effect except as expressly set forth therein), the Company does not have any agreement or understanding with any Buyer with respect to the transactions contemplated by the Transaction Documents, other than as specified in the Transaction Documents.

(nn) Disclosure. The Company confirms that neither it nor any other Person acting on its behalf has provided any of the Buyers or their respective agents or counsel with any information that constitutes or could reasonably be expected to constitute material, nonpublic information, other than the terms of the transactions contemplated hereby. Any material, nonpublic information which has been provided to any of the Buyers shall be publicly disclosed pursuant to Section 5(i). The Company understands and confirms that each of the Buyers will rely on the foregoing representations in effecting transactions in securities of the Company. All disclosure provided to the Buyers regarding the Company or any of its Subsidiaries, their business and the transactions contemplated hereby, including the Schedules to this Agreement, furnished by or on behalf of the Company, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that no Buyer makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 2.

4. REPRESENTATIONS AND WARRANTIES OF THE GUARANTORS.

Each Guarantor, jointly and severally, represents and warrants to each of the Buyers that, as of the date hereof and as of the applicable Closing Date, knowing and intending the Buyers' reliance hereon:

(a) Organization and Qualification. Each Guarantor is duly organized and validly existing in good standing under the laws of the jurisdiction in which it is incorporated or formed, and has the requisite corporate or other organizational power and authorization to own its properties and to carry on its business as now being conducted. Each Guarantor is duly qualified as a foreign corporation or entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the business, properties, assets, operations, results of operations, condition (financial or otherwise) or prospects of such Guarantor, or on the transactions contemplated hereby and the other Transaction Documents or by the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of such Guarantor to perform its obligations under the Transaction Documents.

(b) Authorization; Enforcement; Validity. Each Guarantor has the requisite corporate or organizational power and authority to enter into and perform its obligations under this Agreement and the other the Transaction Documents to which it is a party and to perform its obligations in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the Transaction Documents by each Guarantor and the consummation by each Guarantor of the transactions contemplated hereby and thereby have been duly authorized by such Guarantor's board of directors or other governing body and no further consent or authorization is required by the Guarantor, its board of directors or other governing body or its stockholders or members. This Agreement and the other Transaction Documents have been duly executed and delivered by each Guarantor, and constitute the legal, valid and binding obligations of each Guarantor, enforceable against each Guarantor in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(c) No Conflicts. The execution, delivery and performance of this Agreement and the other Transaction Documents by each Guarantor and the consummation by each Guarantor of the transactions contemplated hereby and thereby does not and will not (i) result in a violation of the certificate of incorporation, certificate of formation, certificate of designation, bylaw or other constituent document of such Guarantor, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time, or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Guarantor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and the rules and regulations of any national securities exchange or automated quotation system) applicable to such Guarantor or by which any property or asset of such

Guarantor is bound or affected, except in the case of clauses (ii) and (iii) above, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Consents. Each Guarantor is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement or the other Transaction Documents, in each case in accordance with the terms hereof or thereof, other than those that have been made or obtained prior to the date of this Agreement.

(e) Additional Representations. Each Guarantor hereby makes, on behalf of itself only, and not on behalf of any other Subsidiary of the Company, each representation and warranty of the Company set forth in Section 3 hereof that the Company makes with respect to any of its Subsidiaries.

5. COVENANTS.

(a) Best Efforts. Each Party shall use its best efforts timely to satisfy each of the conditions to be satisfied by it as provided in Sections 6, 7 and 8, as applicable, of this Agreement.

(b) Form D and Blue Sky. The Company shall file a Form D with respect to the Securities as required under Regulation D and shall provide a copy thereof to each Buyer promptly after such filing. The Company, on or before the Closing Date, shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Securities for sale to the Buyers at the Closing pursuant to this Agreement under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Buyers on or prior to the Closing Date. The Company shall make all filings and reports relating to the offer and sale of the Securities required under applicable securities or "Blue Sky" laws of the states of the United States following the Closing Date.

(c) Reporting Status. Until the earlier of (i) the date on which the Buyers no longer own any Registrable Securities (as such term is defined in the Registration Rights Agreement) and (ii) the date on which the Buyers may sell all of the Conversion Shares without restriction pursuant to Rule 144 and without the requirement to be in compliance with Rule 144(c)(1) (or any successor thereto) promulgated under the Securities Act, the Company shall timely file all reports required to be filed with the SEC pursuant to the Exchange Act, and the Company shall not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations promulgated thereunder would no longer require or otherwise permit such termination, and the Company shall take all actions necessary to maintain its eligibility to register the Conversion Shares for resale by the Buyers on Form S-3. The failure to file a report in a timely manner shall not be deemed to be a breach of this Section 5(c) so long as the Buyers are able to sell their Securities without restriction under an effective registration statement filed with the SEC by the Company.

(d) Use of Proceeds from the First Closing. The Company shall use the proceeds from the sale of the Notes in the First Closing (i) to redeem, retire, defease, repurchase, tender for or otherwise extinguish all of the outstanding 8.5% Notes due April 15, 2010 issued by USFreightways Corporation (the "8.5% Notes") in accordance with the indenture governing the 8.5% Notes and any other Indebtedness which is required to be retired, defeased, repurchased or otherwise extinguished pursuant to the Financing Facilities, (ii) to pay any expenses in connection with the transactions contemplated hereby (including, without limitation, any fees payable to the Trustee, fees due to the Escrow Agent under the Escrow Agreement, the Financial Advisor Fees and the fees payable to Buyer Counsel hereunder) and (iii) provided that all of the purposes specified in clauses (i) and (ii) above have been met or satisfied, any remaining proceeds from the sale of the Securities may be used by the Company for general corporate purposes.

(e) Use of Proceeds from the Second Closing. The Company shall use the proceeds from the sale of the Notes in the Second Closing solely as follows: (i) if the Second Closing has occurred based upon the satisfaction of the condition set forth in Section 8(m)(ii), the Company shall apply the proceeds from the sale of the Notes in the Second Closing only as follows, and for no other purposes, (x) first, concurrently with the Second Closing, to fund the repurchase on or about August 9, 2010 of all of the Company's 5.0% Net Share Settled Contingent Convertible Senior Notes due 2023 (the "5% Notes") subject to repurchase (for the avoidance of doubt, solely with respect to each 5% Note for which its holder has exercised its right to cause the Company to repurchase such holder's 5% Notes at any time on or prior to August 9, 2010) (collectively, the "5% Notes Put Rights") pursuant to Section 3.08 of that certain Indenture, dated as of December 31, 2004, among the Company (as successor to Yellow Roadway Corporation), the guarantors party thereto, and Deutsche Bank Trust Company, as trustee, as in effect on the date hereof, and to retire, defease, redeem, repurchase or otherwise extinguish any other security issued by the Company which shall be subject to repurchase or redemption at the option of the holder thereof at any time on or prior to the six-month anniversary of the Second Closing Date, and (y) second, provided that all of the purposes specified in clause (i)(x) immediately above have been met or satisfied in full (or waived by the Buyers), any remaining proceeds from the Second Closing may be used by the Company for general corporate purposes; or (ii) if the Second Closing has occurred based upon the satisfaction of the condition set forth in Section 8(m)(i), the Company shall use all of the proceeds from the Second Closing for general corporate purposes. The Company further acknowledges and agrees that if, in the Buyers' discretion, all of the conditions set forth in Section 6 and Section 8 hereof have been met or satisfied (or waived by the Buyers), the Company shall be obligated to consummate the Second Closing and, in exchange for payment of the Second Purchase Price, to issue to the Buyers the Notes issuable in connection therewith.

(f) Listing. Subject to the limitations set forth in Section 10.16 of the Indenture, the Company shall secure the listing of all of the Conversion Shares upon the Principal Market or other Eligible Market upon which the Common Stock is then listed (subject to official notice of issuance). The Company shall maintain the Common Stock's authorization for listing on the Principal Market or Eligible Market, as applicable, from the date hereof through and including the Second Closing Date. Neither the Company nor any of its Subsidiaries shall take any action which would be reasonably expected to result in the delisting or suspension of the Common Stock on the Principal Market or Eligible Market, as applicable. The Company

shall use commercially reasonable efforts to qualify the Conversion Shares for DTC eligibility and to maintain such eligibility at all times. The Company shall pay all fees and expenses in connection with the fulfillment and satisfaction its obligations under this Section 5(f).

(g) Fees and Expenses. The Company shall reimburse the Buyers or their designee(s) (in addition to any other expense amounts paid to any Buyer prior to the date of this Agreement) for all reasonable out-of-pocket costs and expenses incurred in connection with the transactions contemplated by the Transaction Documents (including implementation of the transactions contemplated by the Transaction Documents and due diligence in connection therewith) up to a maximum reimbursement of $300,000, which amount shall include up to $250,000 for legal fees and disbursements incurred by Buyer Counsel in connection with the negotiation and documentation of the Transaction Documents and the transactions contemplated thereby, which amount shall be paid to such firm at the First Closing, with any additional legal fees incurred by Buyer Counsel between the First Closing and the Second Closing to be paid at the Second Closing, subject to the aggregate cap on legal fees of Buyer Counsel specified above. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or broker's commissions (other than for Persons engaged by any Buyer), including, without limitation, the Financial Advisors, relating to or arising out of the transactions contemplated hereby, and the Company shall pay, and hold each Buyer harmless against, any liability, loss or expense (including, without limitation, reasonable attorney's fees and out-of-pocket expenses) arising in connection with any claim relating to any such payment.

(h) Pledge of Securities. The Company acknowledges and agrees that the Securities may be pledged by an Investor (as defined in the Registration Rights Agreement) in connection with a *bona fide* margin agreement or other loan or financing arrangement that is secured by the Securities. The pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and no Investor effecting a pledge of Securities shall be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document, including, without limitation, Section 2(f) hereof; provided that an Investor and its pledgee shall be required to comply with the provisions of Section 2(f) of this Agreement in order to effect a sale, transfer or assignment of Securities to such pledgee. The Company hereby agrees to execute and deliver such documentation as a pledgee of the Securities may reasonably request in connection with a pledge of the Securities to such pledgee by an Investor.

(i) Disclosure of Transactions and Other Material Information. The Company shall, upon the earlier of (A) any public disclosure by the Company of the entry into this Agreement or any other Transaction Document or regarding the transactions contemplated hereby or thereby or (B) 8:30 a.m., New York City time, on the first Business Day after the date of this Agreement: (i) issue a press release (the "Press Release") reasonably acceptable to counsel to the Buyers disclosing all material terms of the transactions contemplated hereby and (ii) file a Current Report on Form 8-K describing the terms of the transactions contemplated by the Transaction Documents in the form required by the Exchange Act, and attaching the material Transaction Documents (including, without limitation, this Agreement, and any material schedules or annexes to this Agreement, the form of Registration Rights Agreement, the form of Indenture and the form of Note) as exhibits to such filing, and which also shall include the Union Statement (as defined in Section 7(s)) and any material, nonpublic information provided to any

of the Buyers (such Current Report on Form 8-K, including all attachments, the "8-K Filing"). From and after the issuance of the 8-K Filing, no Buyer shall be in possession of any material, nonpublic information received from the Company, any of its Subsidiaries or any of its respective officers, directors, employees or agents that is not disclosed in the 8-K Filing. The Company shall not, and shall cause each of its Subsidiaries and each of their respective officers, directors, employees and agents, not to provide any Buyer with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the date hereof, except with the prior written consent of such Buyer. If a Buyer has, or believes it has, received any such material, nonpublic information regarding the Company or any of its Subsidiaries from the Company, any of its Subsidiaries or any of the respective officers, directors, or agents after the date hereof, unless it has requested such information in writing or has received such information in accordance with a written confidentiality agreement with the Company signed by such Buyer, it may provide the Company with written notice thereof. The Company shall, within one (1) Trading Day of receipt of such notice, make public disclosure of such material, nonpublic information. Subject to the foregoing, neither the Company, its Subsidiaries nor any Buyer shall issue any press releases or any other public statements with respect to the transactions contemplated hereby or by the other Transaction Documents; provided, however, that the Company shall be entitled, without the prior approval of counsel to the Buyers, to make any press release or other public disclosure with respect to such transactions (x) in substantial conformity with the 8-K Filing and contemporaneously therewith and (y) as is required by applicable law and regulations, including the applicable rules and regulations of the Principal Market or Eligible Market, as applicable (provided that in the case of clause (x), counsel to the Buyers shall be consulted by the Company in connection with any such press release or other public disclosure prior to its release). Except for the 8-K Filing, without the prior written consent of any applicable Buyer, neither the Company nor any of its Subsidiaries or affiliates shall disclose the name of such Buyer in any filing, announcement, release or otherwise.

(j) Registration Statement for Registrable Securities. The Company shall file the Registration Statement covering the registration of the resale of the Registrable Securities (as each such term is defined in the Registration Rights Agreement) with the SEC within one (1) Business Day after the execution of this Agreement by all of the Parties hereto.

(k) Additional Registration Statements. Except as may be permitted under the Registration Rights Agreement, the Company will not file a registration statement under the Securities Act relating to securities other than the Securities, except for a registration statement on Form S-8, at any time through and including the Second Closing Date.

(l) Reservation of Shares. From and after the date on which the condition set forth in Section 7(j) has been satisfied, the Company shall take all action necessary to have, at all times, authorized and reserved for the purpose of issuance, a number of shares of Common Stock equal to the Authorized Share Number.

(m) Existing Notes Outstanding. The Company shall use its best efforts to vigorously pursue the removal of the repurchase ("put") rights at the option of the holders remaining with respect to the Company's outstanding 5% Notes and the Company's outstanding 3.375% Net Share Settled Contingent Convertible Senior Notes due November 25, 2023 until the earlier of such time as the Company has been successful in achieving such removal or is required under the timeline of its bank lenders to retire the 5% Notes.

(n) Reverse Stock Split. The Company shall not implement a reverse stock split with respect to the Common Stock for a period of at least sixty (60) days following the First Closing Date.

6. CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL, AND THE GUARANTORS' OBLIGATION TO GUARANTEE, THE NOTES.

The obligation of the Company hereunder to issue and sell the Notes to each Buyer at the applicable Closing, and the Guarantors' obligations to guarantee the Notes, are subject to the satisfaction, at or before each of the First Closing Date and the Second Closing Date (except for Section 6(d), which only shall be a condition to the First Closing), of each of the following conditions, provided that these conditions are for the sole benefit of the Company and the Guarantors and may be waived by the Company and the Guarantors at any time in their sole discretion by providing each Buyer with prior written notice thereof:

(a) Such Buyer shall have executed each of the Transaction Documents to which it is a party and delivered the same to the Company and the Guarantors.

(b) The Escrow Agent on behalf of each Buyer shall have delivered to the Company the Purchase Price for the Notes being purchased by such Buyer at the applicable Closing by wire transfer of immediately available funds pursuant to the wire instructions provided by the Company in accordance with the Escrow Agreement.

(c) The representations and warranties of such Buyer shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specified date), and such Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Closing Date.

(d) With respect to the First Closing only, the Company shall have obtained all governmental, regulatory (including the approval of the Principal Market) and third party consents and approvals, if any, necessary for the consummation of the First Closing and the Second Closing and all of the transactions contemplated by the Transaction Documents, including, without limitation, the sale of the Notes and the issuance of the Conversion Shares.

7. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE THE NOTES AT THE FIRST CLOSING.

The obligation of each Buyer hereunder to purchase the Notes at the First Closing is subject to the satisfaction, at or before the First Closing Date, of each of the following conditions, provided that these conditions are for each Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(a) The Company shall have duly executed and delivered to such Buyer each of the Transaction Documents to which it is a party, including, without limitation, the Notes

(allocated in such principal amounts as such Buyer shall request) being purchased by such Buyer at the First Closing.

(b) Each Guarantor shall have duly executed and delivered to such Buyer each of the Transaction Documents to which it is a party, including, without limitation, the Guarantees.

(c) Such Buyer shall have received the opinion of Kirkland & Ellis LLP, the Company's outside counsel, dated as of the First Closing Date, in substantially the form of Exhibit E attached hereto.

(d) The Company shall have delivered to such Buyer a certified copy of the Certificate of Incorporation, as certified by the Secretary of State of the State of Delaware, within five (5) days of the First Closing Date.

(e) Each Guarantor shall have delivered to such Buyer a certified copy of its certificate of incorporation or other organizational documents, as certified by the Secretary of State (or comparable office) of such Guarantor's jurisdiction of incorporation or formation, within five (5) days of the First Closing Date.

(f) The Company shall have delivered to such Buyer a certificate, substantially in the form attached hereto as Exhibit F, executed by the Secretary of the Company and dated as of the First Closing Date, (i) certifying as to (a) resolutions of the Board approving this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, (b) the Certificate of Incorporation and the Bylaws (in the case of the certificate of incorporation, certified by the Secretary of State of the State Delaware within five (5) days prior to the First Closing Date) and any other governing documents of the Company, as amended, and (c) a certificate evidencing the good standing of the Company and each of its Significant Subsidiaries (other than the Guarantors) in the state of incorporation or organization of each such entity, issued by the Secretary of State (or comparable office) of such state of incorporation or organization as of a date within five (5) days of the First Closing Date; and (ii) setting forth an incumbency certificate with respect to all officers of the Company executing this Agreement, the other Transaction Documents and/or any instrument or document contemplated hereby or thereby.

(g) Each Guarantor shall have delivered to such Buyer a certificate, substantially in the form attached hereto as Exhibit F, executed by the Secretary of such Guarantor and dated as of the First Closing Date, (i) certifying as to (a) resolutions of such Guarantor's board of directors or other governing body approving this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, (b) the certificate of incorporation and bylaws or other constituent documents of such Guarantor (certified, as appropriate, by the Secretary of State (or comparable office) of such Guarantor's jurisdiction of incorporation or formation within five (5) days prior to the First Closing Date) and any other governing documents of such Guarantor, as amended, and (c) a certificate evidencing the good standing of such Guarantor in the state of incorporation or organization of such Guarantor, issued by the Secretary of State (or comparable office) of such state of incorporation or organization as of a date within five (5) days of the First Closing Date; and (ii) setting forth an incumbency

certificate with respect to all officers of the Guarantor executing this Agreement, the other Transaction Documents and/or any instrument or document contemplated hereby or thereby.

(h) The representations and warranties of the Company shall be true and correct in all material respects (except for any representations or warranties already qualified by materiality or Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) as of the date when made and as of the First Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the First Closing Date. Such Buyer shall have received a certificate, substantially in the form attached hereto as Exhibit G, executed by the Chief Executive Officer or Chief Financial Officer of the Company and dated as of the First Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer.

(i) The representations and warranties of each Guarantor shall be true and correct in all material respects (except for any representations or warranties already qualified by materiality or Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) as of the date when made and as of the First Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date) and each Guarantor shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by such Guarantor at or prior to the First Closing Date. Such Buyer shall have received a certificate, substantially in the form attached hereto as Exhibit G, executed by an authorized officer of each Guarantor and dated as of the First Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer.

(j) The stockholders of the Company shall have approved the increase in the number of authorized shares of capital stock of the Company from 125,000,000 shares to 2,005,000,000 shares, of which 5,000,000 shares shall be preferred stock, par value $1.00 per share, and 2,000,000,000 shares shall be Common Stock (the par value of the Common Stock will also have been changed from $1.00 to $0.01 per share in connection with this increase in authorized shares).

(k) The Principal Market shall have confirmed that the issuance of the Notes and the Conversion Shares will not require the vote of any shareholders of the Company and shall have approved the supplemental listing application with respect to the Conversion Shares (subject to the limitations set forth in Section 10.16 of the Indenture).

(l) The Common Stock (i) shall be designated for quotation or listed on the Principal Market and (ii) shall not have been suspended, as of the First Closing Date, by the SEC or the Principal Market from trading on the Principal Market.

(m) The number of shares of Common Stock issued and outstanding as of the First Closing Date must be equal to or exceed 1,014,000,000.

(n) The Company shall have delivered to the Buyers a reasonably detailed computation of all of the shares of Common Stock issued and outstanding as of the First Closing Date, including reasonable factual support for such computation.

(o) The Company shall have filed the Registration Statement covering the registration of the Registrable Securities (as each such term is defined in the Registration Rights Agreement) with the SEC in accordance with the terms of this Agreement.

(p) The Company shall have obtained all governmental, regulatory (including the Principal Market) and third party consents and approvals, if any, necessary for the sale of the Notes and the issuance of the Conversion Shares.

(q) The requisite lenders and agents party to the Financing Facilities shall have consented to and approved the transactions contemplated hereby and by the other Transaction Documents, including, without limitation, the issuance of the Notes and the retirement of certain indebtedness of the Company as set forth in Sections 5(d) and 5(e) hereof.

(r) The Company shall be in compliance with all provisions of the Financing Facilities and any other financing documents material to the Company and its Subsidiaries, taken as a whole.

(s) The Company shall have delivered to the Buyers an authorized statement from, or press release issued by, the International Brotherhood of Teamsters indicating that the unions represented by the International Brotherhood of Teamsters intend to cooperate with the Company to accomplish further operating improvements (such statement or press release, the "Union Statement"), and such statement or other communication shall have been disclosed by the Company on a Current Report on Form 8-K.

(t) The Issuer Parties shall have caused the Trustee to execute and deliver the Indenture, with the limitation on the issuance of Conversion Shares set forth in Section 10.16 of the Indenture to be equal to the difference obtained by subtracting (i) one (1) share of Common Stock from (ii) the number of shares of Common Stock constituting twenty percent (20%) of the shares of Common Stock issued and outstanding as of the First Closing Date, as reflected in the computation of the shares of Common Stock outstanding delivered pursuant to Section 7(n).

(u) The Company shall not have implemented a reverse stock split with respect to the Common Stock at any time on or prior to the First Closing Date.

(v) The Company shall have delivered to such Buyer such other documents relating to the transactions contemplated by this Agreement as such Buyer or its counsel may reasonably request.

8. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE THE NOTES AT THE SECOND CLOSING.

The obligation of each Buyer hereunder to purchase the Notes at the Second Closing is subject to the satisfaction, at or before the Second Closing Date, of each of the following conditions, provided that these conditions are for each Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(a) The Company shall have duly executed and delivered to such Buyer the Supplemental Indenture and the Notes (allocated in such principal amounts as such Buyer shall request) being purchased by such Buyer at the Second Closing.

(b) Each Guarantor shall have duly executed and delivered to such Buyer the Guarantees.

(c) Such Buyer shall have received the opinion of Kirkland & Ellis LLP, the Company's outside counsel, dated as of the Second Closing Date, in substantially the form of Exhibit E attached hereto.

(d) The Company shall have delivered to such Buyer a certified copy of the Certificate of Incorporation, as certified by the Secretary of State of the State of Delaware, within five (5) days of the Second Closing Date to the extent that such Certificate of Incorporation has been amended, supplemented or modified in any manner since the First Closing Date.

(e) Each Guarantor shall have delivered to such Buyer a certified copy of its certificate of incorporation or other organizational documents, as certified by the Secretary of State (or comparable office) of such Guarantor's jurisdiction of incorporation or formation, within five (5) days of the Second Closing Date to the extent that such Certificate of Incorporation has been amended, supplemented or modified in any manner since the First Closing Date.

(f) The Company shall have delivered to such Buyer a certificate, substantially in the form attached hereto as Exhibit F, executed by the Secretary of the Company and dated as of the Second Closing Date, (i) certifying as to (a) resolutions of the Board approving this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, (b) the Certificate of Incorporation and the Bylaws (in the case of the certificate of incorporation, certified by the Secretary of State of the State Delaware within five (5) days prior to the Second Closing Date) and any other governing documents of the Company, as amended, and (c) a certificate evidencing the good standing of the Company and each of its Significant Subsidiaries (other than the Guarantors) in the state of incorporation or organization of each such entity, issued by the Secretary of State (or comparable office) of such state of incorporation or organization as of a date within five (5) days of the Second Closing Date; and (ii) setting forth an incumbency certificate with respect to all officers of the Company executing this Agreement, the other Transaction Documents and/or any instrument or document contemplated hereby or thereby.

(g) Each Guarantor shall have delivered to such Buyer a certificate, substantially in the form attached hereto as Exhibit F, executed by the Secretary of such

Guarantor and dated as of the Second Closing Date, (i) certifying as to (a) resolutions of such Guarantor's board of directors or other governing body approving this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, (b) the certificate of incorporation and bylaws or other constituent documents of such Guarantor (certified, as appropriate, by the Secretary of State (or comparable office) of such Guarantor's jurisdiction of incorporation or formation within five (5) days prior to the Second Closing Date) and any other governing documents of such Guarantor, as amended, and (c) a certificate evidencing the good standing of such Guarantor in the state of incorporation or organization of such Guarantor, issued by the Secretary of State (or comparable office) of such state of incorporation or organization as of a date within five (5) days of the Second Closing Date; and (ii) setting forth an incumbency certificate with respect to all officers of the Guarantor executing this Agreement, the other Transaction Documents and/or any instrument or document contemplated hereby or thereby.

(h) The representations and warranties of the Company shall be true and correct in all material respects (except for any representations or warranties already qualified by materiality or Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) as of the date when made and as of the Second Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Second Closing Date. Such Buyer shall have received a certificate, substantially in the form attached hereto as Exhibit G, executed by the Chief Executive Officer or Chief Financial Officer of the Company and dated as of the Second Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer.

(i) The representations and warranties of each Guarantor shall be true and correct in all material respects (except for any representations or warranties already qualified by materiality or Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects) as of the date when made and as of the Second Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date) and each Guarantor shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by such Guarantor at or prior to the Second Closing Date. Such Buyer shall have received a certificate, substantially in the form attached hereto as Exhibit G, executed by an authorized officer of each Guarantor and dated as of the Second Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer.

(j) The Common Stock (i) shall be designated for quotation or listed on the Principal Market or Eligible Market, as applicable, and (ii) shall not have been suspended, as of the Second Closing Date, by the SEC or the Principal Market (or Eligible Market, as applicable) from trading on the Principal Market (or Eligible Market, as applicable).

(k) The Company shall have filed the Registration Statement covering the registration of the Registrable Securities (as each such term is defined in the Registration Rights

Agreement) with the SEC in accordance with the terms of this Agreement, and the Company shall not be in material breach under the Registration Rights Agreement.

(l) The Company shall be in compliance with all provisions of the Financing Facilities and any other material financing documents.

(m) Either (i) a supplemental indenture to the 5% Notes Indenture shall have been duly authorized, executed and delivered by the parties thereto and, if necessary, consented to or approved by the requisite holders of the 5% Notes as provided in the 5% Notes Indenture, which supplemental indenture shall provide for the termination or extinguishment of all of the 5% Notes Put Rights; or (ii) the events specified in clause (i) above shall not have occurred on or on or prior to July 30, 2010.

(n) The Issuer Parties shall have caused the Trustee to execute and deliver the Supplemental Indenture.

(o) The First Closing shall have occurred and the Issuer Parties shall have satisfied in full all of the conditions set forth in Section 7 with respect to the First Closing.

(p) No Bankruptcy Event shall have occurred.

(q) The Company shall have delivered to such Buyer such other documents relating to the transactions contemplated by this Agreement as such Buyer or its counsel may reasonably request.

9. TERMINATION.

(a) The Buyers may (but shall not be required to) terminate this Agreement in the event that the First Closing shall not have occurred on or before the earlier of (i) the date that is five (5) Business Days after the conditions to Closing set forth in Sections 6 and 7 above have been satisfied (or any unsatisfied conditions set forth in such Sections have been waived, as provided herein) and (ii) March 10, 2010.

(b) The Buyers may (but shall not be required to) terminate this Agreement in the event that the Second Closing shall not have occurred on or before the earlier of (i) the date that is five (5) Business Days after the conditions to Closing set forth in Sections 6(a), 6(b) and 6(c) and Section 8 above have been satisfied (or any unsatisfied conditions set forth in such Sections have been waived, as provided herein) and (ii) August 15, 2010.

(c) The Buyers may (but shall not be required to) terminate this Agreement in the event that the Buyers have determined, in their reasonable discretion, that one or more conditions or events has occurred, or is not reasonably expected to occur in the period of time required, as the case may be, such that would prevent or preclude a condition set forth in Section 8 to be satisfied prior to August 15, 2010; provided that the Buyers first shall have provided the Company with at least ten (10) days' written notice of the occurrence or non-occurrence of such event or condition, and the Company either has not been able to cure or cause such event or condition or otherwise reasonably demonstrate that the Second Closing can be completed

(without waivers from the Buyers), or has admitted that the Second Closing cannot be completed.

(d) The Buyers may (but shall not be required to) terminate this Agreement upon the occurrence of a Bankruptcy Event (as hereinafter defined). A "Bankruptcy Event" shall mean: (i) commencement of an involuntary case or other proceeding against the Company or any of its Subsidiaries (each, a "Bankruptcy Party") that seeks liquidation, reorganization or other relief with respect to it or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect ("Bankruptcy Laws") or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any of its property; (ii) commencement by a Bankruptcy Party of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts or other liabilities under any Bankruptcy Laws or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for it or any of its property, or the consent by a Bankruptcy Party to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or the making by a Bankruptcy Party of a general assignment for the benefit of creditors, or the failure by a Bankruptcy Party, or the admission by a Bankruptcy Party in writing of its inability, to pay its debts generally as they become due, or any action by a Bankruptcy Party to authorize or effect any of the foregoing; or (iii) any Bankruptcy Party enters into negotiations with one or more of its creditors (or any representative thereof) with respect to a "prepackaged bankruptcy" or similar plan.

In addition to any remedies to which the Buyers may be entitled under Section 10(m), if this Agreement terminates pursuant to this Section 9 for any reason other than a breach of the representations and warranties of the Buyers set forth herein, the Issuer Parties shall be obligated to reimburse the Buyers for the expenses described in Section 5(g) above (including, without limitation, legal fees and disbursements incurred by Buyer Counsel) and for any fees due to the Escrow Agent under the Escrow Agreement, and the Buyers shall be entitled to direct the Escrow Agent to return any remaining Escrow Amount to the Buyers.

10. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing

contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

(c) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement; Amendments. This Agreement (including the recitals, annexes, exhibits and schedules hereto) and the other Transaction Documents supersede all other prior oral or written agreements between the Buyers, the Company, their affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the other Transaction Documents and the instruments referenced herein and therein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor any Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by the Company and the holders of at least a majority of the aggregate number of Registrable Securities issued and issuable hereunder and under the Notes, and any amendment to this Agreement made in conformity with the provisions of this Section 10(e) shall be binding on all Buyers and holders of Securities as applicable. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought. No such amendment shall be effective to the extent that it applies to less than all of the holders of the applicable Securities then outstanding. No consideration shall be offered or paid to any Person to amend or consent to

a waiver or modification of any provision of any of the Transaction Documents unless the same consideration also is offered to all of the parties to the Transaction Documents or the holders of the Notes, as the case may be. The Company has not, directly or indirectly, made any agreements with any Buyers relating to the terms or conditions of the transactions contemplated by the Transaction Documents except as set forth in the Transaction Documents. Without limiting the foregoing, the Company confirms that, except as set forth in this Agreement, no Buyer has made any commitment or promise or has any other obligation to provide any financing to the Company or otherwise.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company or to a Guarantor, to:

YRC Worldwide Inc.
10990 Roe Avenue
Overland Park, Kansas 66211
Telephone: (913) 696-6100
Facsimile: (913) 696-6116
Attention: Daniel J. Churay
Executive Vice President, General Counsel and Secretary

With a copy to (for information purposes only):

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2232
Facsimile: (312) 862-2200
Attention: Dennis M. Myers, P.C.

If to a Buyer:

To its address and facsimile number set forth on the Schedule of Buyers, with copies to such Buyer's representatives as set forth in Column (5) of the Schedule of Buyers.

In each case, with a copy to (for informational purposes only):

Lowenstein Sandler PC
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 262-6700
Facsimile: (212) 262-7402
Attention: Steven E. Siesser, Esq.

or to such other address, facsimile number and/or email address to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Notes pursuant to this Agreement. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the holders of at least a majority of the aggregate number of Registrable Securities issued and issuable hereunder and under the Notes. A Buyer may assign some or all of its rights hereunder to an Affiliate of such Buyer without the consent of the Company, in which event such assignee shall be deemed to be a Buyer hereunder with respect to such assigned rights.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(i) Survival. Unless this Agreement is terminated under Section 9, the representations and warranties of the Company, the Buyers and the Guarantors contained in Sections 2, 3 and 4, and the agreements and covenants set forth in Section 5, shall survive the Closing and the delivery and conversion of Securities, as applicable, and shall terminate as to each Buyer once such Buyer ceases to own any Securities. Each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

(j) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

(k) Indemnification. In consideration of each Buyer's execution and delivery of the Transaction Documents and acquiring the Securities thereunder and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless each Buyer and each other holder of the Securities and all of their stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents, attorneys or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this

Agreement) (collectively, the "Indemnitees") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnitee as a result of, or arising out of, or relating to (i) any misrepresentation or breach of any representation or warranty made by the Company in the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, (ii) any breach of any covenant, agreement or obligation of the Company contained in the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby or (iii) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company) and arising out of or resulting (x) from the execution, delivery, performance or enforcement of the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, (y) from any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance of the Securities, or (z) solely from the status of such Buyer or holder of the Securities as an investor in the Company. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. Except as otherwise set forth herein, the mechanics and procedures with respect to the rights and obligations under this Section 10(k) shall be the same as those set forth in Section 5 of the Registration Rights Agreement.

(l) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(m) Remedies. Each Buyer and each holder of the Securities shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, each Issuer Party recognizes that in the event that it fails to perform, observe or discharge any or all of its obligations under the Transaction Documents, any remedy at law may prove to be inadequate relief to the Buyers. Each Issuer Party therefore agrees that the Buyers shall be entitled to temporary and permanent injunctive relief in any such case, including specific performance, without the necessity of proving actual damages and without posting a bond or other security, and that the Issuer Parties shall pay or reimburse the Buyers for all costs and expenses, including reasonable attorneys' fees, incurred by the Buyers (or their agents or representatives) in connection therewith. In particular, the Issuer Parties acknowledge and agree that the Company's failure to issue the Notes in the Second Closing will cause irreparable harm to the Buyers and entitle the Buyers to enforce their right of specific performance. Each Issuer Party further acknowledges and agrees that the terms and conditions of this Section 10(m) are a material inducement to the Buyers' agreement to enter into this Agreement and the other

Transaction Documents and to agree to the "dual-closing" financing structure described in Section 1 hereof.

(n) Independent Nature of Buyers' Obligations and Rights. The obligations of each Buyer under any Transaction Document are several and not joint with the obligations of any other Buyer, and no Buyer shall be responsible in any way for the performance of the obligations of any other Buyer under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Buyer pursuant hereto or thereto, shall be deemed to constitute the Buyers as, and the Company acknowledges that the Buyers do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Buyers are in any way acting in concert or as a group, and the Company will not assert any such claim with respect to such obligations or the transactions contemplated by the Transaction Documents and the Company acknowledges that the Buyers are not acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. The Company acknowledges and each Buyer confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Buyer shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Buyer to be joined as an additional party in any proceeding for such purpose.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Company, each Buyer and each Guarantor has caused its respective signature page to this Note Purchase Agreement to be duly executed as of the date first written above.

COMPANY:

YRC WORLDWIDE INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company, each Buyer and each Guarantor has caused its respective signature page to this Note Purchase Agreement to be duly executed as of the date first written above.

BUYER:

ARISTEIA MASTER, L.P.

By: Aristeia Capital, L.L.C., its Investment Manager

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company, each Buyer and each Guarantor has caused its respective signature page to this Note Purchase Agreement to be duly executed as of the date first written above.

BUYER:

INVESTCORP SILVERBACK ARBITRAGE MASTER FUND LIMITED

By: Silverback Asset Management, LLC, its Investment Manager

By: _____
Name:
Title:

BUYER:

INVESTCORP SILVERBACK OPPORTUNISTIC CONVERTIBLE MASTER FUND LIMITED

By: Silverback Asset Management, LLC, its Investment Manager

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company, each Buyer and each Guarantor has caused its respective signature page to this Note Purchase Agreement to be duly executed as of the date first written above.

BUYER:

ALDEN GLOBAL DISTRESSED OPPORTUNITIES FUND, L.P.

By: Alden Global Distressed Opportunities Fund GP, LLC, its General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company, each Buyer and each Guarantor has caused its respective signature page to this Note Purchase Agreement to be duly executed as of the date first written above.

GUARANTORS:

GLOBE.COM LINES, INC.

By: _____
Name:
Title:

IMUA HANDLING CORPORATION

By: _____
Name:
Title:

ROADWAY LLC

By: _____
Name:
Title:

ROADWAY NEXT DAY CORPORATION

By: _____
Name:
Title:

USF GLEN MOORE INC.

By: _____
Name:
Title:

USF HOLLAND INC.

By: _____
Name:
Title:

USF REDDAWAY INC.

By: _____
Name:
Title:

USF SALES CORPORATION

By: _____
Name:
Title:

YRC ENTERPRISE SERVICES, INC.

By: _____
Name:
Title:

YRC INC.

By: _____
Name:
Title:

YRC LOGISTICS GLOBAL, LLC

By: _____
Name:
Title:

YRC LOGISTICS, INC.

By: _____
Name:
Title:

YRC LOGISTICS SERVICES, INC.

By: _____
Name:
Title:

YRC REGIONAL TRANSPORTATION, INC.

By: _____
Name:
Title:

Annex II

SCHEDULE OF GUARANTORS

Globe.com Lines, Inc., a Delaware corporation
YRC Inc., a Delaware corporation
YRC Logistics, Inc., a Delaware corporation
YRC Logistics Global, LLC, a Delaware limited liability company
Roadway LLC, a Delaware limited liability company
Roadway Next Day Corporation, a Pennsylvania corporation
YRC Enterprise Services, Inc., a Delaware corporation
YRC Regional Transportation, Inc., a Delaware corporation
USF Sales Corporation, a Delaware corporation
USF Holland Inc., a Michigan corporation
USF Reddaway Inc., an Oregon corporation
USF Glen Moore Inc., a Pennsylvania corporation
YRC Logistics Services, Inc. an Illinois corporation
IMUA Handling Corporation, a Hawaii corporation

Schedule 3(a)

The information set forth in the Recent SEC Documents is supplemented with the following information:

New Subsidiaries

1105481 Ontario, Inc. – Canadian company, whose parent is YRC Worldwide Inc.

YRC Logistics Vietnam Limited – British Virgin Islands company, whose parent is YRC Logistics Asia Limited

YRC (Shanghai) Management Consulting Co, Ltd – Chinese company, whose parent is YRC Logistics Asia Limited

Eliminated Subsidiaries

Reimer Express Driver Training Institute Inc., which amalgamated with its parent Reimer Express Lines Ltd.

YRC Enterprise Solutions Group Inc. and YRC Worldwide Technologies, Inc., which were merged with and into YRC North American Transportation, Inc., which subsequently changed its name to YRC Enterprise Services, Inc.

EXHIBITS

Exhibit A	Form of Note
Exhibit B	Form of Indenture
Exhibit C	Form of Escrow Agreement
Exhibit D	Registration Rights Agreement
Exhibit E	Form of Opinion of Kirkland & Ellis LLP
Exhibit F	Form of Secretary’s Certificate
Exhibit G	Form of Officer’s Certificate

Exhibit 99.2

ESCROW AGREEMENT

This Escrow Agreement, dated as of this day of [February], 2010 (this "**Escrow Agreement**"), is entered into by and among YRC Worldwide Inc., a Delaware corporation with its principal executive offices currently located at 10990 Roe Avenue, Overland Park, Kansas 66211 (the "**Company**"), each of the investors listed under the heading "Buyer" on the signature pages hereto (individually, a "**Buyer**," and collectively, the "**Buyers**," and together with the Company, the "**Parties**," and individually, a "**Party**"), and [U.S. Bank National Association], as escrow agent (the "**Escrow Agent**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS:

A. The Company and the Buyers have entered into a Note Purchase Agreement, dated as of February 11, 2010 (the "**Purchase Agreement**"), by and among the Company, the Buyers and certain subsidiaries of the Company party thereto, pursuant to which the Buyers have agreed to purchase from the Company, and the Company has agreed to sell to the Buyers, an aggregate principal amount of Seventy Million Dollars ($70,000,000) of a new series of senior unsecured convertible notes of the Company titled 6% Convertible Senior Notes due 2014, in the form attached as Exhibit A to the Purchase Agreement (collectively, the "**Notes**").

B. Pursuant to the terms of the Purchase Agreement, the purchase and sale of the Notes is structured to occur in two closings, subject to the conditions set forth in the Purchase Agreement, such that: (i) upon the satisfaction (or waiver) of certain closing conditions set forth in the Purchase Agreement, the Buyers will purchase an aggregate of Forty-Nine Million Eight Hundred Thousand Dollars ($49,800,000) in principal amount of the Notes (the "**First Closing**"), and (ii) provided that certain additional closing conditions set forth in the Purchase Agreement are satisfied (or waived), the Buyers will thereafter purchase an additional Twenty Million Two Hundred Thousand Dollars ($20,200,000) in aggregate principal amount of the Notes (the "**Second Closing**").

C. The Purchase Agreement contemplates that all of the foregoing funds will be placed in escrow pending consummation of the First Closing and/or the Second Closing, and that the Parties and the Escrow Agent will execute this Escrow Agreement which will govern, among other things, the deposit, investment and release of the such funds escrowed by the Buyers with the Escrow Agent hereunder.

In consideration of the promises and agreements of the Parties and the Escrow Agent, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Property. At least one Business Day prior to the First Closing Date, each Buyer shall promptly cause a wire transfer of immediately available funds (U.S.

dollars) in an amount representing the total of the amounts set forth opposite each Buyer's name in Columns (3) and (4) of the Schedule of Buyers attached to the Purchase Agreement, which amounts total an aggregate of Seventy Million Dollars ($70,000,000) (the "**Escrow Property**"), to be deposited with the Escrow Agent. It is expressly agreed and understood that the Escrow Property shall, until distributed pursuant to the terms hereof, constitute assets of the Buyers; provided, however, that the Escrow Agent shall not distribute any Escrow Property except as expressly provided in this Escrow Agreement or pursuant to any order of a court of competent jurisdiction with respect to the disbursement of Escrow Property.

Section 1.2. Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent joint written instruction signed by each of the Parties. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3(b)(ii) or Section 1.3(b)(iii), as applicable.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 1.3. Disbursements.

(a) With respect to each Closing, the Escrow Agent shall continue to hold the Escrow Property in escrow in accordance with and subject to this Escrow Agreement, from the date of its receipt of the Escrow Property until the earlier of: (x) the Closing Date to which such portion of the Escrow Property applies, in which case, such portion of the Escrow Property shall be distributed in accordance with Section 1.3(b); or (y) the Escrow Termination Date (notice of which shall be given to the Escrow Agent by the Buyers in accordance with the terms and conditions of the Purchase Agreement), in which case, any remaining Escrow Property (including, for the avoidance of doubt, all investment earnings and income) shall be returned to the Buyers in accordance with the written instructions of the Buyers, which instructions shall be delivered to the Escrow Agent by the Buyers promptly thereafter and which shall include the Buyers' wire transfer instructions. In the case of the Escrow Termination Date, if the Escrow Agent has not received written wire transfer instructions from any Buyer before the thirtieth (30th) day after the Escrow Termination Date, then the Escrow Agent may, in its sole and absolute discretion, either (A) deposit that portion of the Escrow Property to be returned to such Buyer in a court of competent jurisdiction on written notice to such Buyer and the Escrow Agent shall thereafter have no further liability with respect to such deposited funds, or (B) continue to

hold such portion of the Escrow Property pending receipt of written wire transfer instructions from such Buyer or an order from a court of competent jurisdiction, and in case of clauses (A) and (B), the fees and expenses of the Escrow Agent may be deducted from such portion of the Escrow Property.

(b) Release of Escrow upon Closing or Termination of Purchase Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall, at the applicable Closing or upon the termination of the Purchase Agreement, as the case may be, release that portion of the Escrow Property attributable to such Closing or termination, as the case may be, in accordance with the following:

(i) in the case of the First Closing, if any, pursuant to the written instructions from the Buyers stating that the First Closing shall be consummated, in which case, the Escrow Agent shall immediately release to (A) the Company (or any third party as directed by the Company), that portion of the Escrow Property constituting the aggregate "Purchase Price" as set forth opposite each Buyer's name in Column (3) of the Schedule of Buyers attached to the Purchase Agreement, less (i) fees payable to the Escrow Agent under Section 3.4 of this Escrow Agreement, and (ii) the amounts set forth in the following clauses (B) through (D), inclusive, (B) The Bank of New York (as successor-in-interest to JPMorgan Chase Bank, National Association, successor by merger to Bank One, NA, as successor-in-interest to NBD Bank), in its capacity as trustee (the "**8.5% Notes Trustee**") under the indenture governing the 8.5% Notes due April 15, 2010 (the "**8.5% Notes**") issued by YRC Regional Transportation, Inc. (formerly, USFreightways Corporation), in respect of all principal and accrued and unpaid interest on the 8.5% Notes and all amounts due to the 8.5% Notes Trustee, (C) the Financial Advisors, $2,530,000 in payment of the Financial Advisor Fees, (D) Buyer Counsel, the fees payable to Buyer Counsel under Section 5(g) of the Purchase Agreement, and (E) such persons, if any, designated by the Buyers in respect of reimbursement obligations (other than fees due to Buyer Counsel) under Section 5(g) of the Purchase Agreement; for the avoidance of doubt, such instructions shall identify the time and date of the First Closing and the aggregate amount payable to each of the Company (or such third party as directed by the Company), the 8.5% Notes Trustee, the Financial Advisors, Buyer Counsel and any person due reimbursement obligations, if any, and, to the extent not previously provided to the Escrow Agent, shall also include wire transfer instructions for each such disbursement;

(ii) in the case of the Second Closing, if any, pursuant to the written instructions from the Buyers stating that the Second Closing shall be consummated, in which case, the Escrow Agent shall immediately release to (A) the Company (or any third party as directed by the Company), the balance of the Escrow Property, less the amount set forth in the following clause (B), and (B) Deutsche Bank Trust Company, in its capacity as trustee (the "**5% Notes Trustee**") under the indenture governing the Company's 5.0% Net Share Settled Contingent Convertible Senior Notes due 2023, to satisfy the Company's obligations, if any, under Section 5(e)(i)(x) of the Purchase Agreement; for the avoidance of doubt, such instructions shall identify the time and date of the Second Closing, the aggregate amount payable to the 5% Notes Trustee (it being understood that the Company shall receive all of the remaining Escrow Property after

taking into account the disbursement to the 5% Notes Trustee), and, to the extent not previously provided to the Escrow Agent, shall also include wire transfer instructions for each such disbursement; and

(iii) in the case of a termination of the Purchase Agreement pursuant to Section 9 of the Purchase Agreement, pursuant to the written instructions from the Buyers stating that the Purchase Agreement has terminated, the Escrow Agent shall immediately release to each Buyer its *pro rata* share of all of the remaining Escrow Property based on such Buyer's respective portion of the "Purchase Price" deposited with the Escrow Agent pursuant to Section 1.1 hereof; for the avoidance of doubt, such instructions shall identify the time and date of such disbursements and, to the extent not previously provided to the Escrow Agent, shall also include wire transfer instructions for each Buyer.

Section 1.4. Income Tax Allocation and Reporting.

(a) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by the Company, whether or not such income was disbursed during such calendar year; provided, however, if any Closing shall not occur and the balance of the Escrow Property is returned to the Buyers pursuant to Section 1.5, such investment earnings and income shall be deemed to be the property of the Buyers and not of the Company for tax purposes to the extent each Buyer receives its *pro rata* share of such earnings and income based on each Buyer's portion of the "Purchase Price" deposited with the Escrow Agent pursuant to Section 1.1 hereof.

(b) Prior to the First Closing, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.4(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 1.5. Termination. Upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, this Escrow Agreement shall automatically terminate and be of no further force and effect, except that the provisions of Sections 1.4(c), 3.1 and 3.2 hereof shall survive termination.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person’s or persons’ authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers’ forms substantially in the form of Exhibits B-1 and Exhibit B-2 to this Escrow Agreement (it being understood, for the avoidance of doubt, that each Party may modify or supplement its applicable form to add additional authorized signers).

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid from the Escrow Property. The fee agreed upon for the services rendered hereunder is

intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Property until the Escrow Agent (i) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, (ii) receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow

Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4
MISCELLANEOUS

Section 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Parties and the Escrow Agent and shall require the prior written consent of the other Parties and the Escrow Agent.

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Parties in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to the Company:

YRC Worldwide Inc.
10990 Roe Avenue
Overland Park, Kansas 66211
Telephone: (913) 696-6100
Facsimile: (913) 696-6116
Attention: Chief Financial Officer

With a copy to (for information purposes only):

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2232
Facsimile: (312) 862-2200
Attention: Dennis M. Myers, P.C.

If to a Buyer:

To its address and facsimile number set forth on the Schedule of Buyers attached to the Purchase Agreement, with copies to such Buyer's representatives as set forth in Column (5) of such Schedule of Buyers.

In each case, with a copy to (for informational purposes only):

Lowenstein Sandler PC
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 262-6700
Facsimile: (212) 262-7402
Attention: Steven E. Siesser, Esq.

If to the Escrow Agent:

[US Bank National Association]
[Address]
[Address]
Telephone: ( )[-]
Facsimile: ( )[-]
Attention: [Name]
[Title]

Section 4.4. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Escrow Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule

(whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

Section 4.5. Entire Agreement. This Escrow Agreement and the agreements specifically referred to herein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, among the parties hereto with respect to the subject matter hereof. The Escrow Agent shall be bound only by this Escrow Agreement. To the extent this Escrow Agreement is inconsistent with any other document, this Escrow Agreement shall control.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.7. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Company, each Buyer and the Escrow Agent has caused its respective signature page to this Escrow Agreement to be duly executed as of the date first written above.

COMPANY:

YRC WORLDWIDE INC.

By: _____
Name:
Title:

[Signature Pages to Escrow Agreement]

IN WITNESS WHEREOF, the Company, each Buyer and the Escrow Agent has caused its respective signature page to this Escrow Agreement to be duly executed as of the date first written above.

BUYER:

ARISTEIA MASTER, L.P.

By: Aristeia Capital, L.L.C.,
its Investment Manager

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Pages to Escrow Agreement]

IN WITNESS WHEREOF, the Company, each Buyer and the Escrow Agent has caused its respective signature page to this Escrow Agreement to be duly executed as of the date first written above.

BUYER:

INVESTCORP SILVERBACK ARBITRAGE MASTER FUND LIMITED

By: Silverback Asset Management, LLC, its Investment Manager

By: _____
Name:
Title:

BUYER:

INVESTCORP SILVERBACK OPPORTUNISTIC CONVERTIBLE MASTER FUND LIMITED

By: Silverback Asset Management, LLC, its Investment Manager

By: _____
Name:
Title:

[Signature Pages to Escrow Agreement]

IN WITNESS WHEREOF, the Company, each Buyer and the Escrow Agent has caused its respective signature page to this Escrow Agreement to be duly executed as of the date first written above.

BUYER:

ALDEN GLOBAL DISTRESSED OPPORTUNITIES FUND, L.P.

By: Alden Global Distressed Opportunities Fund GP, LLC, its General Partner

By: _____

Name:
Title:

[Signature Pages to Escrow Agreement]

IN WITNESS WHEREOF, the Company, each Buyer and the Escrow Agent has caused its respective signature page to this Escrow Agreement to be duly executed as of the date first written above.

ESCROW AGENT:

[US Bank National Association], as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

Agency and Custody Account Direction
For Cash Balances
[US Bank] Money Market Deposit Accounts

Direction to use the following [US Bank] Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit A is attached.

You are hereby directed to deposit, as indicated below, or as I shall direct further in writing from time to time, all cash in the Account in the following money market deposit account of [ ]:

[US Bank] Institutional Money Market Deposit Account (IMMA)

I understand that amounts on deposit in the IMMA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $100,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of $100,000. *Note: On May 20, 2009, FDIC deposit insurance temporarily increased from $100,000 to $250,000 per depositor through December 31, 2013.*

I acknowledge that I have full power to direct investments of the Account.

I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

Authorized Representative Buyer: [BUYER 1]	Authorized Representative Buyer: [BUYER 2]
Date	Date
Authorized Representative Buyer: [BUYER 3]	Authorized Representative Buyer: [BUYER 4]
Date	Date

EXHIBIT B-1

Certificate as to Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of YRC Worldwide Inc. and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of YRC Worldwide Inc.

Name / Title	**Specimen Signature**
Name	**Signature**
Title	
Name	**Signature**
Title	
Name	**Signature**
Title	
Name	**Signature**
Title	

EXHIBIT B-2

Certificate as to Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Aristeia Capital, L.L.C., in its capacity as Investment Manager of ARISTEIA MASTER, L.P., and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of ARISTEIA MASTER, L.P.

Name / Title	**Specimen Signature**
Name	**Signature**
Title	
Name	**Signature**
Title	
Name	**Signature**
Title	
Name	**Signature**
Title	

EXHIBIT B-2

Certificate as to Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Silverback Asset Management, LLC, in its capacity as Investment Manager of each of INVESTCORP SILVERBACK ARBITRAGE MASTER FUND LIMITED and INVESTCORP SILVERBACK OPPORTUNISTIC CONVERTIBLE MASTER FUND LIMITED, and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of each of INVESTCORP SILVERBACK ARBITRAGE MASTER FUND LIMITED and INVESTCORP SILVERBACK OPPORTUNISTIC CONVERTIBLE MASTER FUND LIMITED.

Name / Title	**Specimen Signature**
Name	**Signature**
Title	
Name	**Signature**
Title	
Name	**Signature**
Title	
Name	**Signature**
Title	

EXHIBIT B-2

Certificate as to Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Alden Global Distressed Opportunities Fund GP, LLC, in its capacity as General Partner of ALDEN GLOBAL DISTRESSED OPPORTUNITIES FUND, L.P., and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of ALDEN GLOBAL DISTRESSED OPPORTUNITIES FUND, L.P.

Name / Title	**Specimen Signature**
Name	**Signature**
Title	
Name	**Signature**
Title	
Name	**Signature**
Title	
Name	**Signature**
Title	

EXHIBIT C

FEES OF ESCROW AGENT

Acceptance One Time Fee: **$[ ]**

The Acceptance Fee includes review of all related documents and accepting the appointment of Escrow Agent on behalf of US Bank National Association. The fee also includes setting up the required account(s) and accounting records, document filing, and coordinating the receipt of funds/assets for deposit to the Escrow Account. The Acceptance Fee is due at the time of closing and covers the life of the Escrow.

[US Bank]***'s bid is based on the following assumptions:***

- Number of escrow accounts to be established: One (1)
- Term: Anticipate six (6) months
- Investment in the [ ] Institutional Money Market Deposit Account

Exhibit 99.3

EXECUTION COPY

AMENDMENT NO. 15

Dated as of February 10, 2010

to

CREDIT AGREEMENT

Dated as of August 17, 2007

THIS AMENDMENT NO. 15 ("Amendment") is made as of February 10, 2010 by and among YRC Worldwide Inc. (the "Company"), the Canadian Borrower and the UK Borrower (together with the Company, the "Borrowers"), the financial institutions listed on the signature pages hereof and JPMorgan Chase Bank, National Association, as Administrative Agent (the "Administrative Agent"), under that certain Credit Agreement dated as of August 17, 2007 by and among the Borrowers from time to time party thereto, the Lenders and the Administrative Agent (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Company has requested that the Lenders and the Administrative Agent agree to certain amendments to the Credit Agreement; and

WHEREAS, the Lenders party hereto and the Administrative Agent have agreed to such amendments on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders party hereto and the Administrative Agent have agreed to enter into this Amendment.

1. Amendments to Credit Agreement. Effective as of the date of satisfaction or waiver of the conditions precedent set forth in Section 2 below, the Credit Agreement is hereby amended as follows:

(a) The definition of "Cash Settlement Amount" appearing in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"Cash Settlement Amount" means, as of any date of determination, with respect to any Indebtedness, the amount in respect thereof which is required to be repaid, settled, repurchased or otherwise satisfied in cash as of such date. For the avoidance of doubt, with respect to the USF Bonds, upon the delivery of an irrevocable redemption notice by the Company to the trustee under the USF Bond Indenture and the irrevocable deposit by the Company with such trustee of funds in an amount sufficient to pay and discharge such USF Bonds as of the redemption date, the USF Bond Indenture shall have been satisfied and discharged in accordance with the terms of the USF Bond Indenture and the Cash Settlement Amount with respect thereto shall be zero.

(b) The definition of "Change in Control" appearing in Section 1.01 of the Credit Agreement is hereby amended to (i) delete the "or" at the end of clause (b) thereof, (ii) insert the following immediately following clause (c) thereof and immediately prior to the proviso at the end thereof:

or (d) the occurrence of a "Fundamental Change" (as defined in the 6% Senior Note Indenture);

(c) The definition of "Equity Interests" appearing in Section 1.01 of the Credit Agreement is hereby amended to delete the reference to "and all of the 5% Contingent Convertible Senior Notes" appearing therein and to replace therefor a reference to "and all of the 5% Contingent Convertible Senior Notes and all of the 6% Senior Notes".

(d) The definition of "Liquidity Amount" appearing in Section 1.01 of the Credit Agreement is hereby amended to insert the following immediately prior to the period at the end thereof:

minus (g) the 5% CoCo Deposit Amount

(e) The definition of "Material Indebtedness" appearing in Section 1.01 of the Credit Agreement is hereby amended to delete the reference to "$20,000,000" appearing therein and to replace therefor a reference to "$10,000,000".

(f) The definition of "Senior Notes" appearing in Section 1.01 of the Credit Agreement is hereby amended to delete the reference to "and the USF Bonds," appearing therein and to replace therefor a reference to ", the USF Bonds and the 6% Senior Notes,".

(g) Section 1.01 of the Credit Agreement is hereby amended to insert the following new definitions therein in the appropriate alphabetical order as follows:

"Amendment No. 15" means Amendment No. 15 to this Agreement, dated as of February 10, 2010, by and among the Borrowers, the Lenders party thereto and the Administrative Agent.

"Amendment No. 15 Effective Date" means February 11, 2010.

"Confirming Lender" means each Lender that delivered a signature page to Amendment No. 15 designating itself as a "Confirming Lender" on or prior to the Amendment No. 15 Effective Date and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption where a Confirming Lender is the assignor thereunder.

"5% CoCo Deposit Account" means that certain deposit account maintained at JPMorgan Chase Bank, N.A. (governed by a control agreement reasonably satisfactory to the Administrative Agent and the Company) into which all or any portion of the amounts on deposit in the 5% CoCo Escrow Account are transferred on the 5% CoCo Release Date if the 5% CoCo Release Date occurs by virtue of clauses (i), (ii) or (iii) of the definition of "5% CoCo Release Date"; provided that, for the avoidance of doubt, the 5% CoCo Deposit Account shall not at any time contain any funds other than such transferred amounts (and any interest earned thereon) and immediately upon the balance of the 5% CoCo Deposit Amount equaling $100 or less, the 5% CoCo Deposit Account will be permanently closed and terminated.

"5% CoCo Deposit Amount" means, as of any date of determination, the amount on deposit in the 5% CoCo Deposit Account.

"5% CoCo Escrow Account" means that certain escrow account maintained at U.S. Bank National Association (governed by an escrow agreement reasonably satisfactory to the Administrative Agent and the Company) into which at least $20,070,000 of the 6% Senior Note Proceeds are deposited as of the issue date of the 6% Senior Notes pursuant to the 6% Senior Note Indenture; provided that, for the avoidance of doubt, the 5% CoCo Escrow Account shall not at any time contain any funds other than such 6% Senior Note Proceeds (and any interest earned thereon).

"5% CoCo Release Date" means the date on which funds are released from the 5% CoCo Escrow Account as a result of the earliest to occur of: (i) a final, non-appealable order has been entered by a court of competent jurisdiction stating that the put rights which enable the holders of the 5% Contingent Convertible Senior Notes to put their notes to the Company or any of its Subsidiaries prior to February 18, 2013 are of no further force or effect; (ii) the trustee with respect to the 5% Contingent Convertible Senior Notes acknowledges in writing that the put rights which enable the holders of the 5% Contingent Convertible Senior Notes to put their notes to the Company or any of its Subsidiaries prior to February 18, 2013 are of no further force or effect; (iii) the 5% Contingent Convertible Senior Notes are repaid, settled, repurchased or otherwise satisfied to the extent permitted by the Credit Agreement; and (iv) the court presiding over the litigation in respect of the put rights which enable the holders of the 5% Contingent Convertible Senior Notes to put their notes to the Company or any of its Subsidiaries prior to February 18, 2013 orders that the funds in the 5% CoCo Escrow Account shall be deposited (in whole or in part) with such court.

"6% Senior Note Indenture" means the Indenture in respect of the 6% Senior Notes due 2014 among the Company and U.S. Bank National Association, as trustee thereunder, in the form attached to the 6% Senior Note Purchase Agreement, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"6% Senior Note Purchase Agreement" means that certain Note Purchase Agreement, dated as of the Amendment No. 15 Effective Date, by and among the Company, certain of its Subsidiaries and the investors party thereto.

"6% Senior Notes" means the Company's 6% Convertible Senior Notes due 2014 issued pursuant to the 6% Senior Note Indenture.

"6% Senior Notes Proceeds" means the Net Cash Proceeds received by the Company or any Subsidiary in respect of the issuance of the 6% Senior Notes.

(h) Section 2.10 of the Credit Agreement is hereby restated in its entirety as follows:

SECTION 2.10 Aggregate Revolver Reserve Amount. At no time shall (i) the outstanding aggregate principal amount of Existing Block Loans (Performance) plus Letters of Credit in respect of the Existing Revolver Reserve Amount (Performance) then outstanding exceed the Existing Revolver Reserve Amount (Performance), (ii) the outstanding aggregate principal amount of New Block Loans plus Letters of Credit in respect of the New Revolver Reserve Amount then outstanding exceed the New Revolver Reserve Amount and (iii) the outstanding aggregate principal amount of Existing Block Loans (Payroll) then outstanding exceed the Existing Revolver Reserve Amount (Payroll), and in the event that any such excess

shall exist, the Company shall make a payment in respect of Loans (or cash collateralize Letters of Credit) outstanding in respect of the Existing Revolver Reserve Amount (Performance), the New Revolver Reserve Amount and/or the Existing Revolver Reserve Amount (Payroll), as applicable, in each case in an amount equal to such excess.

(i) Section 2.12(f) of the Credit Agreement is hereby amended to insert the following immediately preceding the parenthetical reading "(the "Cash Flow Repayment Amount")" therein:

, minus (z) the 5% CoCo Deposit Amount as of the 5% CoCo Release Date but only to the extent that such amount increased Excess Cash Flow during such immediately preceding fiscal year

(j) Section 2.12(h) of the Credit Agreement is hereby amended to delete each reference to "Unrestricted Cash" appearing therein and to replace therefor a reference to "Unrestricted Cash (minus the 5% CoCo Deposit Amount)" in each case.

(k) Section 2.12(k) of the Credit Agreement is hereby amended to delete each reference to "positive" appearing therein and to replace therefor a reference to "positive (minus the 5% CoCo Deposit Amount)" in each case.

(l) Section 2.12(l) of the Credit Agreement is hereby restated in its entirety as follows:

(l) If, on the close of business on any Business Day (a "Liquidity Determination Date"), Liquidity exceeds $250,000,000 (such excess amount, the "Liquidity Excess Amount"):

(i) subject to clause (iii) below, the Revolving Commitments shall be permanently reduced (and, for purposes of calculating Liquidity for this Section 2.12(l), the Revolving Commitments shall be deemed to be permanently reduced on the fifth (5th) Business Day preceding such Liquidity Excess Determination Date (calculated exclusive of such Liquidity Excess Determination Date)) by an amount equal to such Liquidity Excess Amount without any repayment in cash by the Company (unless any such reduction of the Revolving Commitments requires a concurrent repayment of Revolving Loans, which repayment shall be made on such Liquidity Excess Determination Date), and such permanent reduction shall first reduce the New Revolver Reserve Amount and then the Existing Revolver Reserve Amount (Performance) and then the Existing Revolver Reserve Amount (Payroll);

(ii) if after giving effect to the foregoing clause (i) the New Revolver Reserve Amount and the Existing Revolver Reserve Amount (Performance) and the Existing Revolver Reserve Amount (Payroll) all equal $0, then (x) on such Liquidity Excess Determination Date the Company shall make a prepayment of the Obligations in an amount equal to such Liquidity Excess Amount for application by the Administrative Agent in accordance with the provisions of Section 2.19(f) and (y) the Revolving Commitments shall be permanently reduced (and, for purposes of calculating Liquidity, the Revolving Commitments shall be deemed to be permanently reduced as of the fifth (5th) Business Day preceding such Liquidity Excess Determination Date (calculated exclusive of such Liquidity Excess Determination Date)) by an amount equal to such Liquidity Excess Amount; and

(iii) to the extent that any Liquidity Excess Amount shall arise as the result of the receipt by the Company or any of its Subsidiaries of Net Cash Proceeds from Asset Sales or the existence of any Excess Cash Flow amount, on such Liquidity Excess Determination Date a portion of the mandatory prepayment paid pursuant to Section 2.12(e) in respect of such Asset Sale or Section 2.12(f) in respect of such Excess Cash Flow amount in each case equal to such Liquidity Excess Amount shall be deemed to have been applied by the Administrative Agent in accordance with the provisions of Section 2.19(f).

(m) Article II of the Credit Agreement is hereby amended to insert a new Section 2.24 thereto immediately following Section 2.23 as follows:

SECTION 2.24. Agreement of Confirming Lenders. Notwithstanding the definition of "Maturity Date" set forth in this Agreement, each Confirming Lender hereby acknowledges and agrees that with respect to the USF Bonds, for the period beginning on March 1, 2010 through and including March 31, 2010, such Confirming Lender will not deliver a written notice contemplated by such definition to accelerate the Maturity Date solely due to the Cash Settlement Amount of the aggregate outstanding principal amount of the USF Bonds being equal to or greater than $15,000,000 during such period, and, so long as such Cash Settlement Amount is $0 on and after March 31, 2010, such Confirming Lender will not deliver such a notice during the term of this Agreement; provided that, for the avoidance of doubt, the agreements of the Confirming Lenders under this Section 2.24 are solely with respect to the ability of the Confirming Lenders to accelerate the maturity of the Secured Obligations pursuant to the terms of the definition of "Maturity Date" and shall in no way affect the right, ability or election of any Lender to accelerate the maturity of the Secured Obligations as otherwise contemplated by the terms of this Agreement or any Loan Document.

(n) Section 4.02(e) of the Credit Agreement is amended to (i) redesignate clause (viii) thereof as "clause (ix)" and (ii) insert a new clause (viii) therein as follows:

(viii) solely for purposes of any request for a Borrowing, the 5% CoCo Deposit Amount shall equal $0; and

(o) Section 4.02(h) of the Credit Agreement is hereby amended to delete the reference to " and (y) there are no amounts available for drawing under the Yellow Receivables Facility as of such date" appearing therein and to replace therefor a reference to ", (y) there are no amounts available for drawing under the Yellow Receivables Facility as of such date and (z) the 5% CoCo Deposit Amount shall equal $0 and".

(p) Section 4.02 of the Credit Agreement is hereby amended to insert a new clause (i) therein immediately following clause (h) thereof as follows:

(i) solely for purposes of any request for a Borrowing, the 5% CoCo Deposit Amount shall equal $0.

(q) Section 5.01 of the Credit Agreement is hereby amended to (i) delete the "and" at the end of clause (n) thereof, (ii) redesignate clause (o) thereof as "clause (p)" and (ii) insert a new clause (o) therein as follows:

(o) promptly following distribution thereof, all material written reports and information required to be delivered to the holders of the 6% Senior Notes and/or the trustee

under the 6% Senior Note Indenture pursuant to the terms of the 6% Senior Note Indenture and any related documents (if not already delivered pursuant hereto); and

(r) Section 5.01 of the Credit Agreement is hereby further amended by replacing the last sentence thereof in its entirety with the following:

Documents required to be delivered pursuant to clauses (a), (b), (c) and (o) of this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are filed for public availability on the U.S. Securities and Exchange Commission's Electronic Data Gathering and Retrieval System (or its successor system).

(s) Section 6.01 of the Credit Agreement is hereby amended to (i) delete the "and" at the end of clause (p) thereof, (ii) redesignate clause (q) thereof as "clause (r)" and (ii) insert a new clause (q) therein as follows:

(q) Indebtedness in respect of the 6% Senior Notes in an aggregate principal amount not to exceed $70,000,000 at any time outstanding so long as, immediately upon receipt of the 6% Senior Notes Proceeds by the Company or any of its Subsidiaries, (i) at least $44,957,000 of such 6% Senior Notes Proceeds are used to irrevocably redeem, retire, defease, repurchase, tender for or otherwise extinguish all of the outstanding USF Bonds (or are irrevocably deposited with the trustee under the USF Bond Indenture in an amount sufficient to pay and discharge such USF Bonds) and (ii) at least $20,070,000 of such 6% Senior Note proceeds are deposited into the 5% CoCo Escrow Account in respect of those 5% Contingent Convertible Senior Notes which claim to retain put rights (or the trustee in respect of which notes refuses to execute a supplemental indenture or other documentation affirming the termination and elimination of such put rights) which enable the holders thereof to put their notes to the Company or any of its Subsidiaries prior to February 18, 2013 to be used to irrevocably redeem, retire, defease, repurchase, tender for or otherwise extinguish such 5% Contingent Convertible Senior Notes on or before August 2, 2010; provided, however, that on the 5% CoCo Release Date, such portion of the 6% Senior Notes Proceeds described in the foregoing clause (ii) shall be released from the 5% CoCo Escrow Account (A) directly into the 5% CoCo Deposit Account, and such amounts on deposit in the 5% CoCo Deposit Account may thereafter be used for working capital needs and for general corporate purposes of the Company and its Subsidiaries; (B) to the trustee under the 5% Contingent Convertible Senior Notes to repay, settle, repurchase or otherwise satisfy the 5% Contingent Convertible Senior Notes; or (C) if in the litigation in respect of the put rights which enable the holders of the 5% Contingent Convertible Senior Notes to put their notes to the Company or any of its Subsidiaries prior to February 18, 2013 the court presiding over such matter orders the funds in the 5% CoCo Escrow Account to be deposited (in whole or in part) with it, then to such court; and

(t) Section 6.02 of the Credit Agreement is hereby amended to (i) delete the "and" at the end of clause (n) thereof, (ii) redesignate clause (o) thereof as "clause (q)" and (ii) insert new clauses (o) and (p) therein as follows:

(o) Liens arising under escrow arrangements on terms and conditions reasonably satisfactory to the Administrative Agent in respect of the deposit into escrow by the Company or any of its Subsidiaries of amounts owing under the USF Bonds and/or the 5% Contingent Convertible Senior Notes in order to effectuate the redemption, retirement, defeasance, repurchase, tender for or other extinguishment (or, solely in the case of the 5% Contingent Convertible Senior Notes, to ensure that sufficient funds are available to repay the aggregate

outstanding principal amount thereof until the earliest of (i) such time as it is determined by the entry of a final, non-appealable order by a court of competent jurisdiction that the put rights which enable the holders the 5% Contingent Convertible Senior Notes to put their notes to the Company or any of its Subsidiaries prior to February 18, 2013 are of no further force or effect, (ii) the date on which the trustee with respect to the 5% Contingent Convertible Senior Notes acknowledges in writing that the put rights which enable the holders of the 5% Contingent Convertible Senior Notes to put their notes to the Company or any of its Subsidiaries prior to February 18, 2013 are of no further force or effect) and (iii) the Borrower and/or Subsidiaries otherwise repays, settles, repurchases or otherwise satisfies the 5% Contingent Convertible Senior Notes as permitted by the Credit Agreement);

(p) Liens in favor of the trustee under the 6% Senior Notes Indenture arising pursuant to Section 7.07 thereof; and

(u) Section 6.09 of the Credit Agreement of is hereby amended to (i) delete the "and" at the end of clause (vi) thereof, (ii) insert an "and" at the end of clause (vii) thereof and (iii) insert a new clause (viii) therein as follows:

(viii) restrictions and conditions imposed by the 6% Senior Note Indenture.

(v) Section 6.16 of the Credit Agreement of is hereby amended to (i) delete the "and" at the end of clause (e) thereof, (ii) remove the period and insert an "; and" at the end of clause (f) thereof and (iii) insert a new clause (g) therein as follows:

(g) repayments, settlements, repurchases or other satisfaction of Indebtedness of the Company under the 5% Contingent Convertible Senior Notes solely in respect of accrued but unpaid interest as of the date of such repayment, settlement, repurchase or other satisfaction (in whole or in part) of the 5% Contingent Convertible Senior Notes pursuant to the terms of the 5% Contingent Convertible Senior Note Indenture, all in an aggregate amount not to exceed $510,000.

(w) Section 6.17 of the Credit Agreement is hereby amended to insert the following immediately prior to the period at the end thereof:

; provided, that, for the avoidance of doubt, any amendment to or any other modification of the 6% Senior Note Indenture which adds (or requires the addition of) any guarantor thereto beyond the guarantors which are set forth in the 6% Senior Note Purchase Agreement as of the Amendment No. 15 Effective Date would be materially adverse to the Lenders

(x) Article VI of the Credit Agreement is hereby amended to insert new Section 6.19 and new Section 6.20 thereto immediately following Section 6.18 as follows:

SECTION 6.19. Payments in Respect of 6% Senior Notes. The Company will not, and will not permit any of its Subsidiaries to, make any payment in cash in respect of the 6% Senior Notes while the Lenders under this Agreement continue to defer interest, participation fees in respect of Letters of Credit and/or commitment fees under this Agreement.

SECTION 6.20. Modification to Form of 6% Senior Note Indenture and Related Documents. During the period commencing on the Amendment No. 15 Effective Date until the issuance of a portion of the 6% Senior Notes on the 5% CoCo Release Date, the Company will

not, and will not permit any of its Subsidiaries to, amend or otherwise modify the form of (i) the 6% Senior Note Purchase Agreement, (ii) the 6% Senior Note Indenture attached to the 6% Senior Note Purchase Agreement on the Amendment No. 15 Effective Date (other than amendments or modifications (including, without limitation a supplemental indenture) contemplated by Section 1(b)(ii) of the 6% Senior Note Purchase Agreement which in no event will adjust the maturity date, representations, warranties, covenants or events of default) or (iii) the escrow agreement in respect of the 5% CoCo Escrow Account attached to the 6% Senior Note Purchase Agreement on the Amendment No. 15 Effective Date, in each case, to the extent any such amendment or other modification would be adverse to the Lenders (it being understood and agreed that, on and after the issuance of a portion of the 6% Senior Notes on the 5% CoCo Release Date, Section 6.17 of this Agreement shall apply (and this Section 6.20 shall cease to apply) to the aforementioned agreements and any agreements related thereto).

(y) Clause (g) of Article VII of the Credit Agreement is hereby amended to delete the reference to "and/or the 5% Contingent Convertible Senior Notes" appearing therein and to replace therefor a reference to ", the 5% Contingent Convertible Senior Notes and/or the 6% Senior Notes".

(z) Clause (k) of Article VII of the Credit Agreement is further amended to delete the reference to "$15,000,000" appearing therein and to replace therefor a reference to "$10,000,000".

(aa) Article VII of the Credit Agreement is hereby further amended to (i) delete the "or" at the end of clause (s) thereof, (ii) add "or" at the end of clause (t) thereof and (iii) to insert a new clause (u) therein immediately following clause (t) as follows:

(u) on the 5% CoCo Release Date, any amounts on deposit in the 5% CoCo Escrow Account are released to any person, entity or location other than (A) directly into the 5% CoCo Deposit Account; (B) to the trustee under the 5% Contingent Convertible Senior Notes to repay, settle, repurchase or otherwise satisfy the 5% Contingent Convertible Senior Notes; (C) if in the litigation in respect of the put rights which enable the holders of the 5% Contingent Convertible Senior Notes to put their notes to the Company or any of its Subsidiaries prior to February 18, 2013 the court presiding over such matter orders that the funds in the 5% CoCo Escrow Account be deposited (in whole or in part) with it, then to such court; or (D) the Borrower and/or Subsidiaries otherwise repays, settles, repurchases or otherwise satisfies the 5% Contingent Convertible Senior Notes as permitted by the Credit Agreement;

(bb) Exhibit A (Form of Assignment and Assumption) is hereby amended and restated in its entirety as set forth on Annex A attached hereto.

(cc) The Lenders party hereto acknowledge and agree that the amendment to the Contribution Deferral Agreement (in the form set forth on Annex B attached hereto) which will be effective concurrently with this Amendment is not "adverse" to the Company and/or the Lenders.

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that (a) the Administrative Agent shall have received (i) counterparts of this Amendment duly executed by the Borrowers, the Supermajority Lenders and the Administrative Agent, (ii) the Consent and Reaffirmation attached hereto duly executed by the Subsidiary Guarantors and (iii) those documents and instruments as may be reasonably requested by the Administrative Agent, (b) an amendment in respect of the Specified Pension Fund Deferral Transaction Documents in form and substance reasonably satisfactory to the Administrative Agent shall be effective concurrently with the effectiveness of this Amendment, (c) the 6% Senior Note Purchase Agreement (attached to which are (A) the final form of the 6% Senior Note Indenture, (B) a final form of a 6% Senior Note (each as defined in

the Credit Agreement, as amended by this Amendment) and (C) a final form of the escrow agreement in respect of the 5% CoCo Escrow Account) (each as defined in the Credit Agreement, as amended by this Amendment), all in form and substance reasonably satisfactory to the Administrative Agent shall be effective concurrently with the effectiveness of this Amendment and (d) the Company shall have paid all previously invoiced, reasonable, out-of-pocket expenses of the Administrative Agent (including, to the extent invoiced, reasonable attorneys' fees and expenses) in connection with this Amendment and the other Loan Documents, in each case to the extent reimbursable under the terms of the Credit Agreement.

3. Representations and Warranties of the Borrowers. Each Borrower hereby represents and warrants as follows as of the closing date of this Amendment:

(a) This Amendment and the Credit Agreement, as amended hereby, constitute legal, valid and binding obligations of such Borrower and are enforceable against such Borrower in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) As of the date hereof after giving effect to the terms of this Amendment, (i) no Default shall have occurred and be continuing and (ii) the representations and warranties of the Borrowers set forth in the Credit Agreement, as amended hereby, are true and correct in all material respects on and as of the date hereof, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct in all material respects on and as of such earlier date.

4. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Except as specifically amended above, the Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

5. Release. In further consideration of the execution by the Administrative Agent and the Lenders of this Amendment, to the extent permitted by applicable law, the Company, on behalf of itself and each of its Subsidiaries, and all of the successors and assigns of each of the foregoing (collectively, the "Releasors"), hereby completely, voluntarily, knowingly, and unconditionally releases and forever discharges the Collateral Agent, the Administrative Agent, each of the Lenders, each of their advisors, professionals and employees, each affiliate of the foregoing and all of their respective permitted successors and assigns (collectively, the "Releasees"), from any and all claims, actions, suits, and other liabilities, including, without limitation, any so-called "lender liability" claims or defenses (collectively, "Claims"), whether arising in law or in equity, which any of the Releasors ever had, now has or hereinafter can, shall or may have against any of the Releasees for, upon or by reason of any matter, cause or thing whatsoever from time to time occurred on or prior to the date hereof, in any way concerning, relating to, or arising from (i) any of the Transactions, (ii) the Secured Obligations, (iii) the Collateral,

(iv) the Credit Agreement or any of the other Loan Documents, (v) the financial condition, business operations, business plans, prospects or creditworthiness of the Borrowers, and (vi) the negotiation, documentation and execution of this Amendment and any documents relating hereto except for Claims determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Releasee (or any of its Related Parties). The Releasors hereby acknowledge that they have been advised by legal counsel of the meaning and consequences of this release.

6. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

8. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

YRC WORLDWIDE INC., as the Company

By: _____
Name:
Title:

REIMER EXPRESS LINES LTD./REIMER EXPRESS LTEE, as a Canadian Borrower

By: _____
Name:
Title:

YRC LOGISTICS LIMITED, as a UK Borrower

By: _____
Name:
Title:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent, as a US Tranche Lender and as US Tranche Swingline Lender

By: _____
Name:
Title:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, TORONTO BRANCH, as Canadian Agent, as a Canadian Tranche Lender and as Canadian Tranche Swingline Lender

By: _____
Name:
Title:

J.P. MORGAN EUROPE LIMITED, as UK Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, LONDON BRANCH, as a UK Tranche Lender and as UK Tranche Swingline Lender

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as a Syndication Agent and as a US Tranche Lender

By: _____
Name:
Title:

BANK OF AMERICA, N.A. (CANADA BRANCH), as a Canadian Tranche Lender

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Successor by Merger to LASALLE BANK NATIONAL ASSOCIATION, as a US Tranche Lender

By: _____
Name:
Title:

SUNTRUST BANK, as a Syndication Agent and as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

US BANK NATIONAL ASSOCIATION, as a Documentation Agent, as a US Tranche Lender and as a Canadian Tranche Lender

By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION, as a Documentation Agent, as a US Tranche Lender and as a UK Tranche Lender

By: _____
Name:
Title:

BANK OF TOKYO-MITSUBISHI UFJ, LTD, as a
Documentation Agent and as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

THE ROYAL BANK OF SCOTLAND plc, as a US Tranche Lender and as a UK Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

BMO CAPITAL MARKETS FINANCING, INC., as a US Tranche Lender

By: _____
Name:
Title:

BANK OF MONTREAL, as a Canadian Tranche Lender

By: _____
Name:
Title:

SUMITOMO MITSUI BANKING CORPORATION,
as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

UMB BANK, n.a., as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

TAIWAN BUSINESS BANK, as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD., NEW YORK BRANCH, as a US Tranche Lender

By: _____
Name:
Title:

TAIPEI FUBON COMMERCIAL BANK CO., LTD., as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

HUA NAN COMMERCIAL BANK, LTD., LOS ANGELES BRANCH, as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

HUA NAN COMMERCIAL BANK, LTD., NEW YORK AGENCY, as a US Tranche Lender

By: _____
Name:
Title:

BANK OF COMMUNICATIONS CO., LTD., NEW YORK BRANCH, as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

CHANG HWA COMMERCIAL BANK, LTD., NEW YORK BRANCH, as a US Tranche Lender

By: _____
Name:
Title:

FIRST COMMERCIAL BANK, LOS ANGELES BRANCH, as a US Tranche Lender

By: _____
Name:
Title:

Signature Page to Amendment No. 15
YRC Worldwide Inc. et al
Credit Agreement dated as of August 17, 2007

[LENDER - INSERT FULL LEGAL NAME IN CAPS AND DELETE BRACKETS],
as a US Tranche Lender

By: _____
Name:
Title:

EXHIBIT A

Form of Assignment and Assumption

Attached

CONSENT AND REAFFIRMATION

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 15 to the Credit Agreement dated as of August 17, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among YRC Worldwide Inc. (the "Company"), the Canadian Borrower and the UK Borrower from time to time party thereto (together with the Company, the "Borrowers"), the financial institutions from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, National Association, as Administrative Agent (the "Administrative Agent"), which Amendment No. 15 is dated as of February 10, 2010 (the "Amendment"). Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement. Without in any way establishing a course of dealing by the Administrative Agent or any Lender, each of the undersigned consents to the Amendment and reaffirms the terms and conditions of the Subsidiary Guarantee Agreement, the Security Agreement and any other Loan Document executed by it and acknowledges and agrees that such Subsidiary Guarantee Agreement, the Security Agreement and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in the above referenced documents shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, modified or restated.

Dated: February 10, 2010

[Signature Pages Follows]

EXPRESS LANE SERVICE, INC.

By: _____
Name:
Title:

GLOBE.COM LINES, INC.

By: _____
Name:
Title:

IMUA HANDLING CORPORATION

By: _____
Name:
Title:

NEW PENN MOTOR EXPRESS, INC.

By: _____
Name:
Title:

ROADWAY EXPRESS INTERNATIONAL, INC.

By: _____
Name:
Title:

ROADWAY LLC

By: _____
Name:
Title:

ROADWAY NEXT DAY CORPORATION

By: _____
Name:
Title:

ROADWAY REVERSE LOGISTICS, INC.

By: _____
Name:
Title:

USF BESTWAY INC.

By: _____
Name:
Title:

USF CANADA INC.

By: _____
Name:
Title:

USF DUGAN INC.

By: _____
Name:
Title:

USF GLEN MOORE INC.

By: _____
Name:
Title:

USF HOLLAND INC.

By: _____
Name:
Title:

USF LOGISTICS (MEXICO) INC.

By: _____
Name:
Title:

USF LOGISTICS SERVICES (PUERTO RICO) INC.

By: _____
Name:
Title:

USF MEXICO INC.

By: _____
Name:
Title:

USF REDSTAR LLC

By: _____
Name:
Title:

USF REDDAWAY INC.

By: _____
Name:
Title:

USF SALES CORPORATION

By: _____
Name:
Title:

USF TECHNOLOGY SERVICES INC.

By: _____
Name:
Title:

USFREIGHTWAYS CORPORATION

By: _____
Name:
Title:

YRC ASSOCIATION SOLUTIONS, INC.

By: _____
Name:
Title:

YRC INC.

By: _____
Name:
Title:

YRC INTERNATIONAL INVESTMENTS, INC.

By: _____
Name:
Title:

YRC LOGISTICS GLOBAL, LLC

By: _____
Name:
Title:

YRC LOGISTICS SERVICES, INC.

By: _____
Name:
Title:

YRC LOGISTICS, INC.

By: _____
Name:
Title:

YRC MORTGAGES, LLC

By: _____
Name:
Title:

YRC ENTERPRISE SERVICES, INC.

By: _____
Name:
Title:

YRC REGIONAL TRANSPORTATION, INC.

By: _____
Name:
Title:

Exhibit 99.4

AMENDMENT 3 TO CONTRIBUTION DEFERRAL AGREEMENT

This Amendment 3 to the Contribution Deferral Agreement (this "Amendment 3") dated as of February 10, 2010 (the "Amendment Date"), by and among (i) YRC INC., a Delaware corporation ("YRC"), USF HOLLAND, INC., a Michigan corporation ("Holland"), NEW PENN MOTOR EXPRESS INC., a Pennsylvania corporation ("New Penn"), USF REDDAWAY INC., an Oregon corporation ("Reddaway") (each of YRC, Holland, New Penn and Reddaway a "Primary Obligor", and collectively, the "Primary Obligors"); (ii) each of the Guarantors a party hereto (the "Guarantors"); (iii) Wilmington Trust Company, as agent (together with its successors and assigns, in such capacity, the "Agent"); and (iv) each of the Funds party hereto. The Primary Obligors, the Guarantors, the Funds, and the Agent are herein individually referred to as a "Party" and together referred to as the "Parties."

RECITALS

WHEREAS, the Primary Obligors and certain of their employees who are represented by the International Brotherhood of Teamsters (the "Teamsters") have previously entered into the 2008-2013 National Master Freight Agreement and its Supplements and other collective bargaining agreements with individual Local Unions affiliated with the Teamsters (as amended, modified and supplemented from time to time, excluding any amendment or modification thereto entered into on or after June 30, 2009, the "CBA"), which, among other things, provides that the Primary Obligors will generally make certain contributions to the Funds (as defined below) based on hours worked or compensation received by covered employees;

WHEREAS, the Primary Obligors, CS Pension Fund and the Agent entered into that certain Contribution Deferral Agreement dated as of June 17, 2009 (as further amended, modified or supplemented from time to time, the "Agreement"), pursuant to which such Parties agreed that the obligations to make certain contributions otherwise due to the CS Pension Fund from the Primary Obligors would be deferred;

WHEREAS, certain joinders to the Agreement were entered into on July 6, 2009, July 10, 2009, July 14, 2009, August 13, 2009 and other joinders may be entered into from time to time by and among certain other pension funds, the Primary Obligors and the Agent, pursuant to which such Persons also agreed that the obligation to make certain contributions otherwise due to the Funds party thereto from the Primary Obligors would be deferred; and

WHEREAS, the Obligors and the undersigned Funds each desire to enter into this Amendment 3, among other things, to consent to the deferral of interest and amortization payments and mandatory prepayments under the Agreement; and

WHEREAS, the Obligors and certain Affiliates of the Obligors are entering into that certain Amendment No. 15 ("Amendment No. 15"), dated as of the date hereof, by and among YRC Worldwide Inc., the Canadian Borrower and the UK Borrower (each as defined therein and together with the Company, the "Borrowers"), the financial institutions listed on the signature pages thereof and JPMorgan Chase Bank, National Association, as Administrative Agent.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

1. Amendments.

1.1 Definitions.

(a) Section 1.01 of the Agreement is hereby amended by inserting the following new definitions in proper alphabetical order:

"Amendment 3 Effective Date" means February 11, 2010.

(b) The defined term "Excess Cash Amount" set forth in Section 1.01 of the Agreement is amended and restated as follows:

"'Excess Cash Amount' means, at any time, an amount equal to the positive difference between (a) the actual Liquidity of Parent and its Subsidiaries as of such date minus (i) any amount then due and owing and (ii) to the extent not then duplicative, an amount equal to any permanent commitment reduction then required, in each case under Section 2.12(l) of the Senior Credit Facility (as in effect on the Amendment 3 Effective Date) and (b) Liquidity in an amount equal to $250,000,000."

(c) The defined term "Liquidity" set forth in Section 1.01 of the Agreement is amended and restated as follows:

"'Liquidity' shall have the meaning set forth in the Senior Credit Facility as of the Amendment 3 Effective Date."

1.2 Mandatory Prepayments. Section 2.03(b) of the Agreement is hereby amended and restated in its entirety as follows:

"If there is an Excess Cash Amount at anytime equal to or greater than $1,000,000, irrespective of accrued and unpaid interest and fees then owed under the Senior Credit Facility, the Obligors shall, within 5 Business Days, make a prepayment in respect of the Deferred Payments equal to the Excess Cash Amount; *provided*, that after giving effect to such payment, Liquidity shall be equal to $250,000,000. The first parenthetical of clause (i) of Section 2.12(l) of the Senior Credit Facility (as in effect on the Amendment 3 Effective Date) shall be given effect for purposes of calculating any mandatory prepayments required pursuant to this Section 2.03(b)."

ARTICLE II

2. Conditions Precedent.

2.1 Effective Date. This Amendment 3 shall not become effective until the date on which each of the following conditions is satisfied (or waived) (such date, the "Amendment Effective Date"):

(a) The Obligors, the Majority Funds and the Agent shall have executed a counterpart of this Amendment 3, which may include telecopy or other electronic transmission of a signed signature page of this Amendment 3.

(b) The Agent shall have received payment for all invoiced reasonable out-of-pocket expenses payable by the Primary Obligors under Section 11.01 of the Agreement.

(c) The Majority Funds shall have received evidence reasonably satisfactory to them that, contemporaneously with the satisfaction of the conditions under this Amendment 3, all conditions to the effectiveness of that certain Amendment No. 15 (other than the effectiveness of this Amendment 3) have been satisfied or waived in accordance with the terms thereof.

ARTICLE III

3. Miscellaneous.

3.1 Agent. Pursuant to Section 11.04 of the Agreement, the undersigned Funds, hereby authorize and direct the Agent to execute, enter into and perform this Amendment 3.

3.2 Successors and Assigns. This Amendment 3 and all of the covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the Parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto whether so expressed or not.

3.3 Counterparts. This Amendment 3 may be executed simultaneously in counterparts (including by means of telecopied or PDF signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Amendment 3.

3.4 Descriptive Headings; Interpretation. The headings and captions used in this Amendment 3 are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment 3.

3.5 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Amendment 3 shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal law of the State of New York shall control the interpretation and

construction of this Amendment 3 (and all schedules and exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

3.6 No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Amendment 3. In the event an ambiguity or question of intent or interpretation arises, this Amendment 3 shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Amendment 3.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 3 to be duly executed by their respective authorized officers as of the day and year first above written.

YRC INC., as an Obligor

By _____
Name: Phil J. Gaines
Title: Senior Vice President - CFO

USF HOLLAND, INC., as an Obligor

By _____
Name: Dan L. Olivier
Title: Vice President - Finance

NEW PENN MOTOR EXPRESS, INC., as an Obligor

By _____
Name: Paul F. Liljegren
Title: Vice President - Finance

USF REDDAWAY INC., as an Obligor

By _____
Name: Tom Palmer
Title: Vice President Finance- CFO

YRC LOGISTICS SERVICES, INC., as a Guarantor

By _____
Name: Brenda Stasiulis
Title: Vice President - Finance

USF GLEN MOORE, INC., as a Guarantor

By _____
Name: Phil J. Gaines
Title: Senior Vice President - Finance

TRANSCONTINENTAL LEASE, S. DE R.L. DE C.V., as a Guarantor

By _____
Name: Fortino Landeros Ruiz
Title: Legal Representative

TRUSTEES for the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, as a Fund

By _____

Name:

Title:

INTERNATIONAL ASSOCIATION OF MACHINISTS
MOTOR CITY PENSION FUND, as a Fund

By _____
Name:
Title:

WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST, as a Fund

By _____

Name:

Title:

TEAMSTERS LOCAL 617 PENSION FUND, as a Fund

By _____

Name:

Title:

LOCAL 705 INTERNATIONAL BROTHERHOOD OF TEAMSTERS PENSION FUND, as a Fund

By _____

Name:

Title:

WESTERN CONFERENCE OF TEAMSTERS
SUPPLEMENTAL BENEFIT TRUST FUND, as a Fund

By _____
Name:
Title:

SUBURBAN TEAMSTERS OF NO. IL. PENSION FUND, as a Fund

By _____
Name:
Title:

ROAD CARRIERS LOCAL 707 PENSION FUND, as a Fund

By _____

Name:

Title:

SOUTHWESTERN PENNSYLVANIA AND WESTERN MARYLAND TEAMSTERS & EMPLOYERS PENSION FUND, as a Fund

By _____

Name:

Title:

HAGERSTOWN MOTOR CARRIERS AND TEAMSTERS PENSION PLAN, as a Fund

By _____

Name:

Title:

Signature Page to Amendment 3 to
Contribution Deferral Agreement

TEAMSTERS LOCAL 445 PENSION FUND, as a Fund

By _____

Name:

Title:

I.B. of T. UNION LOCAL NO. 710 PENSION FUND, as a Fund

By _____

Name:
Title:

NEW ENGLAND TEAMSTERS & TRUCKING INDUSTRY PENSION FUND, as a Fund

By _____

Name:

Title:

TEAMSTERS JC 83 PENSION FUND, as a Fund

By _____
Name:
Title:

MANAGEMENT LABOR WELFARE & PENSION FUNDS
LOCAL 1730, I.L.A. , as a Fund

By _____
Name:
Title:

TEAMSTERS LOCAL 639 EMPLOYER'S PENSION TRUST,
as a Fund

By _____
Name:
Title:

CENTRAL PENNSYLVANIA TEAMSTERS PENSION FUND, as a Fund

By _____

Name:

Title:

TEAMSTERS LOCAL 641 PENSION FUND, as a Fund

By _____

Name:

Title:

TEAMSTERS PENSION TRUST FUND OF PHILADELPHIA AND VICINITY, as a Fund

By _____

Name:

Title:

FREIGHT DRIVERS AND HELPERS LOCAL 557 PENSION FUND, as a Fund

By _____

Name:

Title:

MID-JERSEY TRUCKING IND. & TEAMSTERS LOCAL 701 PENSION FUND, as a Fund

By _____

Name:

Title:

TRUCKING EMPLOYEES OF NORTH JERSEY WELFARE FUND INC. - PENSION FUND, as a Fund

By _____
Name:
Title:

HAWAII TRUCKERS-TEAMSTERS UNION PENSION FUND, as a Fund a

By _____

Name:

Title:

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND, as a Fund

By _____

Name:

Title:

EMPLOYER-TEAMSTERS LOCAL NOS. 175/505 PENSION TRUST FUND, as a Fund

By _____

Name:

Title:

WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND, as a Fund

By _____

Name:

Title:

WILMINGTON TRUST COMPANY, as Agent

By _____

Name:

Title:

Exhibit 99.5

10990 Roe Avenue
Overland Park, KS 66211
Phone 913 696 6100 Fax 913 696 6116
News Release

February 11, 2010

YRC Worldwide Enters into Note Purchase Agreement For $70 Million In New Capital

Proceeds To Satisfy Remaining 2010 Note Obligations;
Remaining Proceeds to Provide Working Capital

OVERLAND PARK, KAN. — YRC Worldwide Inc. (NASDAQ: YRCW) today reported that it has entered into definitive agreements with investors who have agreed to purchase $70 million in new unsecured convertible notes in a private placement. The company will use the proceeds from the issuance of these new notes to satisfy its remaining 2010 note obligations, with any excess proceeds available to be used for general corporate purposes. The new notes have a term of four years with an interest rate of 6%, which is initially payable in shares of the company's common stock.

The company expects the transaction to be fully funded into an escrow at closing to satisfy each of the company's two maturity obligations in 2010. The closing of the sale of the new notes is subject to a number of conditions, including the conversion of the company's preferred stock into common stock. The company expects that the closing would occur shortly after shareholder approval to increase the company's authorized shares to permit the preferred stock conversion. The company is seeking this approval at the upcoming special shareholder meeting on February 17, 2010. Upon approval, the company would issue the new notes in two tranches. The first tranche, $49.8 million, will be issued and funded out of the escrow at closing. The proceeds of the first tranche will fully satisfy the remaining maturity of the 8-1/2% Guaranteed Notes due April 15, 2010 (the "USF Notes"). The timing of the issuance and funding of the second $20.2 million tranche is conditioned upon the conclusion of the litigation involving the disputed put rights for the outstanding 5% and 3.375% contingent convertible notes that were not tendered in the recently completed debt-for-equity exchange. The company intends to continue to vigorously pursue removal of the put rights, and, if the company is successful, the remaining $20.2 million will become available to the company from the escrow for working capital purposes; otherwise, the escrow will fund the proceeds to satisfy the 5% contingent convertible notes that exercise a put right on August 8, 2010.

"We are pleased to announce this important step in our comprehensive plan to satisfy our remaining 2010 note obligations," stated Bill Zollars, Chairman and CEO of YRC Worldwide. "Upon the closing of this funding, our management team will be able to focus on operational improvements without the financial overhang related to these debt maturities that have concerned our customers in recent months. Both the company and our customers will be able to put this distraction behind us with the completion of this financing."

The new notes will be convertible into shares of common stock at an initial conversion price of $0.43, reflecting a premium to the common stock price implied by the volume weighted average price of the company's Class A Preferred Stock over the last ten days and since its inception. Under certain conditions, the company may, at its election, force early conversion of the notes into common stock. Furthermore, upon any conversion of the notes, the company will make an additional payment amount in shares of the company's common stock equal to the value of the remaining interest payments calculated through maturity. The maximum number of shares of common stock that can be issued upon conversion, for restricted interest, for make whole premiums or otherwise is limited to no more than 19.9% of the company's common stock as of the date the company first issues the notes. To the

extent any shares of common stock are restricted from being issued to holders in respect of this limitation, they will not receive any cash or other consideration in lieu of shares.

* * * * *

Private Placement of the Notes

The convertible notes offered in the private placement have not been registered under the Securities Act or state securities laws and may not be offered or sold in the United States absent registration with the Securities and Exchange Commission or an applicable exemption from the registration requirements. This notice shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such state.

Forward-Looking Statements:

This news release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The words "will," "expects," and similar expressions are intended to identify forward-looking statements. The closing of the transaction is subject to a number of conditions, including (among others) shareholder approval of the increase in the number of the company's authorized shares, which, in turn, would permit the conversion of the company's Class A Preferred Stock into company common stock, other usual and ordinary conditions to closing and, with respect to $20.3 million of the new notes, a determination of the outcome of the company's litigation with respect to its outstanding 5% and 3.375% contingent convertible notes as described above.

* * * * *

YRC Worldwide Inc., a Fortune 500 company headquartered in Overland Park, Kan., is one of the largest transportation service providers in the world and the holding company for a portfolio of successful brands including YRC, YRC Reimer, YRC Glen Moore, YRC Logistics, New Penn, Holland and Reddaway. YRC Worldwide has the largest, most comprehensive network in North America, with local, regional, national and international capabilities. Through its team of experienced service professionals, YRC Worldwide offers industry-leading expertise in heavyweight shipments and flexible supply chain solutions, ensuring customers can ship industrial, commercial and retail goods with confidence. Please visit yrcw.com for more information.

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