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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2011

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 0-12255

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

Delaware **(State or other jurisdiction of incorporation or organization)**	**48-0948788** **(I.R.S. Employer Identification No.)**
10990 Roe Avenue, Overland Park, Kansas **(Address of principal executive offices)**	**66211** **(Zip Code)**

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

None
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at July 29, 2011
Common Stock, $0.01 par value per share	47,774,395 shares

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

CONSOLIDATED BALANCE SHEETS
YRC Worldwide Inc. and Subsidiaries
(Amounts in thousands except per share data)

	June 30, 2011 (Unaudited)	December 31, 2010
Assets		
Current Assets:		
Cash and cash equivalents	$ 155,926	$ 143,017
Accounts receivable, net	540,515	442,500
Prepaid expenses and other	190,053	182,515
Total current assets	886,494	768,032
Property and Equipment:		
Cost	3,171,235	3,237,971
Less – accumulated depreciation	(1,716,628)	(1,687,397)
Net property and equipment	1,454,607	1,550,574
Intangibles, net	130,348	139,525
Other assets	117,973	134,802
Total assets	$ 2,589,422	$ 2,592,933
Liabilities and Shareholders' Deficit		
Current Liabilities:		
Accounts payable	$ 157,136	$ 147,112
Wages, vacations and employees' benefits	222,618	196,486
Other current and accrued liabilities	318,306	452,226
Current maturities of long-term debt	8,008	222,873
Total current liabilities	706,068	1,018,697
Other Liabilities:		
Long-term debt, less current portion	1,290,826	837,262
Deferred income taxes, net	104,391	118,624
Pension and postretirement	450,087	447,928
Claims and other liabilities	366,843	360,439
Commitments and contingencies		
Shareholders' Deficit:		
Preferred stock, $1 par value per share	—	—
Common stock, $0.01 par value per share	479	477
Capital surplus	1,644,694	1,643,277
Accumulated deficit	(1,643,429)	(1,499,514)
Accumulated other comprehensive loss	(234,710)	(239,626)
Treasury stock, at cost (123 shares)	(92,737)	(92,737)
Total YRC Worldwide Inc. shareholders' deficit	(325,703)	(188,123)
Non-controlling interest	(3,090)	(1,894)
Total shareholders' deficit	(328,793)	(190,017)
Total liabilities and shareholders' deficit	$ 2,589,422	$ 2,592,933

The accompanying notes are an integral part of these statements.

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STATEMENTS OF CONSOLIDATED OPERATIONS
YRC Worldwide Inc. and Subsidiaries
For the Three and Six Months Ended June 30
(Amounts in thousands except per share data)
(Unaudited)

	Three Months		Six Months	
	2011	2010	2011	2010
Operating Revenue	$1,257,212	$1,119,101	$2,380,098	$2,106,245
Operating Expenses:				
Salaries, wages and employees' benefits	704,627	682,934	1,385,445	1,334,012
Equity based compensation (benefit) expense	405	(81,542)	(648)	28,329
Operating expenses and supplies	307,334	243,420	584,530	480,789
Purchased transportation	140,778	120,803	260,440	214,902
Depreciation and amortization	47,557	50,074	96,853	100,706
Other operating expenses	68,955	57,309	136,855	120,504
(Gains) losses on property disposals, net	(7,277)	(2,187)	(10,236)	6,612
Impairment charges	—	—	—	5,281
Total operating expenses	1,262,379	1,070,811	2,453,239	2,291,135
Operating Income (Loss)	(5,167)	48,290	(73,141)	(184,890)
Nonoperating (Income) Expenses:				
Interest expense	40,069	41,385	78,872	82,312
Equity investment impairment	—	12,338	—	12,338
Other, net	(77)	(6,697)	(34)	(4,791)
Nonoperating expenses, net	39,992	47,026	78,838	89,859
Income (Loss) from Continuing Operations Before Income Taxes	(45,159)	1,264	(151,979)	(274,749)
Income tax provision (benefit)	(2,576)	224	(7,127)	(5,654)
Net Income (Loss) from Continuing Operations	(42,583)	1,040	(144,852)	(269,095)
Net Loss from Discontinued Operations, net of tax	—	(11,358)	—	(15,361)
Net Loss	(42,583)	(10,318)	(144,852)	(284,456)
Less: Net Loss Attributable to Non-Controlling Interest	(448)	(847)	(937)	(847)
Net Loss Attributable to YRC Worldwide Inc.	$ (42,135)	$ (9,471)	$ (143,915)	$ (283,609)
Average Common Shares Outstanding – Basic	47,754	43,130	47,697	32,051
Average Common Shares Outstanding – Diluted	47,754	43,171	47,697	32,051
Basic Earnings (Loss) Per Share				
Income (Loss) from Continuing Operations	$ (0.88)	$ 0.02	$ (3.02)	$ (8.40)
Loss from Discontinued Operations	—	(0.26)	—	(0.48)
Net Loss Per Share	$ (0.88)	$ (0.24)	$ (3.02)	$ (8.88)
Diluted Earnings (Loss) Per Share				
Income (Loss) from Continuing Operations	$ (0.88)	$ 0.02	$ (3.02)	$ (8.40)
Loss from Discontinued Operations	—	(0.26)	—	(0.48)
Net Loss Per Share	$ (0.88)	$ (0.24)	$ (3.02)	$ (8.88)
Amounts attributable to YRC Worldwide Inc. common shareholders:				
Income (Loss) from Continuing Operations	$ (42,135)	$ 1,887	$ (143,915)	$ (268,248)
Loss from Discontinued Operations, net of tax	—	(11,358)	—	(15,361)
Net Loss	$ (42,135)	$ (9,471)	$ (143,915)	$ (283,609)

The accompanying notes are an integral part of these statements.

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STATEMENTS OF CONSOLIDATED CASH FLOWS
YRC Worldwide Inc. and Subsidiaries
For the Six Months Ended June 30
(Amounts in thousands)
(Unaudited)

	2011	2010
Operating Activities:		
Net loss	$(144,852)	$(284,456)
Noncash items included in net loss:		
Depreciation and amortization	96,853	105,228
Equity based compensation (benefit) expense	(648)	28,345
Impairment charges	—	17,619
(Gains) losses on property disposals, net	(10,236)	8,310
Deferred income tax benefit, net	(663)	(5,784)
Amortization of deferred debt costs	19,604	22,689
Other noncash items, net	1,599	(4,597)
Changes in assets and liabilities, net:		
Accounts receivable	(98,015)	(27,635)
Accounts payable	10,200	17,665
Other operating assets	(21,927)	85,860
Other operating liabilities	86,744	22,284
Net cash used in operating activities	(61,341)	(14,472)
Investing Activities:		
Acquisition of property and equipment	(22,712)	(10,855)
Proceeds from disposal of property and equipment	26,000	35,781
Other	3,088	5,223
Net cash provided by investing activities	6,376	30,149
Financing Activities:		
Asset backed securitization borrowings, net	41,449	1,114
Issuance of long-term debt	60,730	141,795
Repayment of long-term debt	(29,124)	(101,100)
Debt issuance costs	(5,181)	(9,568)
Equity issuance costs	—	(17,323)
Equity issuance proceeds	—	15,906
Net cash provided by financing activities	67,874	30,824
Net Increase In Cash and Cash Equivalents	12,909	46,501
Cash and Cash Equivalents, Beginning of Period	143,017	97,788
Cash and Cash Equivalents, End of Period	$ 155,926	$ 144,289
Supplemental Cash Flow Information:		
Interest paid	$ 20,856	$ 20,938
Income tax refunds, net	334	83,288
Accrued interest and fees transferred to long-term debt	170,559	—
Pension contribution deferral transfer to long-term debt	—	4,361
Lease financing transactions	8,985	26,747
Interest paid in stock for the 6% Notes	2,082	—

The accompanying notes are an integral part of these statements.

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STATEMENT OF CONSOLIDATED SHAREHOLDERS' DEFICIT
YRC Worldwide Inc. and Subsidiaries
For the Six Months Ended June 30
(Amounts in thousands)
(Unaudited)

	2011
Common Stock	
Beginning balance	$ 477
Interest paid in stock for the 6% Notes	2
Ending balance	$ 479
Capital Surplus	
Beginning balance	$ 1,643,277
Share-based compensation	(649)
Interest paid in stock for the 6% Notes	2,080
Other, net	(14)
Ending balance	$ 1,644,694
Accumulated Deficit	
Beginning balance	$(1,499,514)
Net loss attributable to YRC Worldwide Inc.	(143,915)
Ending balance	$(1,643,429)
Accumulated Other Comprehensive Loss	
Beginning balance	$ (239,626)
Pension, net of tax:	
Amortization of net losses to net income (loss)	2,978
Foreign currency translation adjustments	1,938
Ending balance	$ (234,710)
Treasury Stock, At Cost	
Beginning and ending balance	$ (92,737)
Noncontrolling Interest	
Beginning balance	$ (1,894)
Net loss attributable to the noncontrolling interest	(937)
Foreign currency translation adjustments	(259)
Ending balance	$ (3,090)
Total shareholders' deficit	$ (328,793)

The accompanying notes are an integral part of these statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YRC Worldwide Inc. and Subsidiaries
(Unaudited)

1. Description of Business

YRC Worldwide Inc. (also referred to as "YRC Worldwide", "the Company", "we" or "our"), one of the largest transportation service providers in the world, is a holding company that through wholly owned operating subsidiaries offers its customers a wide range of transportation services. These services include global, national and regional transportation. Our operating subsidiaries include the following:

- YRC National Transportation ("National Transportation") is the segment for our transportation service providers focused on business opportunities in regional, national and international services. National Transportation provides for the movement of industrial, commercial and retail goods, primarily through regionalized and centralized management and customer facing organizations. This unit includes our less-than-truckload ("LTL") subsidiary YRC Inc. ("YRC"), and YRC Reimer, a subsidiary located in Canada that specializes in shipments into, across and out of Canada. In addition to the United States ("U.S.") and Canada, National Transportation also serves parts of Mexico, Puerto Rico and Guam.
- Regional Transportation ("Regional Transportation") is the segment for our transportation service providers focused on business opportunities in the regional and next-day delivery markets. Regional Transportation is comprised of New Penn Motor Express ("New Penn"), Holland and Reddaway. These companies each provide regional, next-day ground services in their respective regions through a network of facilities located across the U.S., Canada, Mexico and Puerto Rico.
- Truckload ("Truckload") reflects the results of Glen Moore, a provider of truckload services throughout the U.S.

At June 30, 2011, approximately 77% of our labor force is subject to various collective bargaining agreements, which predominantly expire in 2015.

2. Principles of Consolidation

The accompanying consolidated financial statements include the accounts of YRC Worldwide and its wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation. Investments in non-majority owned affiliates or those in which we do not have control where the entity is either not a variable interest entity or YRC Worldwide is not the primary beneficiary, are accounted for on the equity method. We own a 65% equity interest in Shanghai Jiayu Logistics Co. Ltd. ("Jiayu") for which we consolidate the results in our financial statements effective April 1, 2010 and therefore have a noncontrolling (minority) interest included in our consolidated subsidiaries; consequently, a portion of our shareholders' deficit, net loss and comprehensive loss for the periods presented are attributable to noncontrolling interests.

Management makes estimates and assumptions that affect the amounts reported in the consolidated financial statements and notes. Actual results could differ from those estimates. We have prepared the consolidated financial statements, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). In management's opinion, all normal recurring adjustments necessary for a fair statement of the financial position, results of operations and cash flows for the interim periods included in these financial statements herein have been made. Certain information and note disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted from these statements pursuant to SEC rules and regulations. Accordingly, the accompanying consolidated financial statements should be read in conjunction with the consolidated financial statements included in our Current Report on Form 8-K filed on May 17, 2011.

The board of directors approved a reverse stock split effective September 30, 2010 at a ratio of 1:25. All share numbers and per share amounts in the Consolidated Financial Statements and Notes to the Consolidated Financial Statements have been retroactively adjusted to give effect to the reverse stock split.

As more fully discussed in notes 3 and 4, as part of the restructuring that closed on July 22, 2011, a significant portion of our debt was refinanced on a long-term basis. Accordingly, we have reclassified our debt under the Credit Agreement (as defined below), the ABS facility, the pension contribution deferral obligations and the 6% Notes due 2014 as of June 30, 2011 from current maturities to long-term debt.

Assets Held for Sale

When we plan to dispose of property or equipment by sale, the asset is carried in the financial statements at the lower of the carrying amount or estimated fair value, less cost to sell, and is reclassified to assets held for sale. Additionally, after the reclassification, there is no further depreciation taken on the asset. For an asset to be classified as held for sale, management must approve and commit to a formal plan, the sale should be anticipated during the ensuing year and the asset must be actively marketed, be available for immediate sale, and meet certain other specified criteria.

At June 30, 2011 and December 31, 2010, the net book value of properties and equipment held for sale was approximately $60.9 million and $71.2 million, respectively. This amount is included in "Property and Equipment" in the accompanying consolidated balance sheets. We recorded charges of $5.2 million and $7.1 million for the three and six months ended June 30, 2011 and $11.7 million and $23.2 million for the three and six months ended June 30, 2010, respectively, to reduce properties and equipment held for sale to estimated fair value, less cost to sell. These charges are included in "(Gains) Losses on Property Disposals, Net" in the accompanying statements of consolidated operations.

Impairment of Long-Lived Assets

If facts and circumstances indicate that the carrying amount of held-and-used identifiable amortizable intangibles and property, plant and equipment may be impaired, we perform an evaluation of recoverability in accordance with FASB ASC Topic 360. Our evaluation compares the estimated future undiscounted cash flows associated with the asset or asset group to its carrying amount to determine if a reduction to the carrying amount is required. The carrying amount of an impaired asset would be reduced to fair value if the estimated undiscounted cash flows are insufficient to recover the carrying value of the asset group.

We believe that the accounting estimate related to asset impairment is a critical accounting estimate because: (1) it requires our management to make assumptions about future revenues and expenses over the life of the asset, and (2) the impact that recognizing an impairment would have on our financial position, as well as our results of operations, could be material. Management's assumptions about future revenues and expenses require significant judgment because actual revenues have fluctuated in the past and may continue to do so. In estimating future revenues and expenses, we use our internal business forecasts. We develop our forecasts based on recent revenue and expense data for existing services and other industry and economic factors. To the extent that we are unable to achieve forecasted improvements in shipping volumes and pricing initiatives or realize forecasted cost savings, the Company may incur significant impairment losses on property and equipment or intangible assets.

Fair Value of Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, accounts payable and asset-backed securitization borrowings approximates their fair value due to the short-term nature of these instruments.

3. Liquidity

The Restructuring

On July 22, 2011, we completed our previously disclosed financial restructuring, including an exchange offer, whereby we refinanced the claims held by our lenders under our existing credit agreement, dated as of August 17, 2007, with JPMorgan Chase Bank, National Association, as administrative agent and the certain financial institutions party thereto as lenders (the "Credit Agreement") and entered into other significant financing arrangements (collectively the "restructuring"). In connection with the completion of the restructuring, we issued approximately 3,717,948 shares of our new Series B Convertible Preferred Stock, par value $1.00 per share (the "Series B Preferred Stock"), $140.0 million in aggregate principal amount of our new 10% Series A Convertible Senior Secured Notes due 2015 (the "Series A Notes") and $100.0 million in aggregate principal amount of our new 10% Series B Convertible Senior Secured Notes due 2015 (the "Series B Notes") to our lenders. We also entered into an amended and restated credit agreement, a new asset-based loan facility and an amended and restated contribution deferral agreement with certain multiemployer pension funds, as further described below. On July 22, 2011, the Company also delivered into escrow approximately 1,282,051 shares of our Series B Preferred Stock, which were delivered from escrow on July 25, 2011 to the Teamster-National 401(k) Savings Plan for the benefit of the Company's International Brotherhood of Teamsters ("IBT") employees. We also issued one share of our new Series A Voting Preferred Stock, par value $1.00 per share (the "Series A Voting Preferred Stock"), to the IBT to confer certain board representation rights.

In connection with the closing of the restructuring, obligations under that certain Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008 (as amended, the "ABS facility"), among us as Performance Guarantor, Yellow Roadway Receivables Funding Corporation ("YRRFC") 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; Wells Fargo Bank, N.A. (successor to Wachovia Bank, National Association), as Wells Fargo Agent and LC Issuer, SunTrust Robinson Humphrey, Inc., as Three Pillars Agent; The Royal Bank of Scotland plc (successor to ABN AMRO Bank N.V.), as Amsterdam Agent; and JPMorgan Chase Bank, N.A., as Falcon Agent and Administrative Agent were paid in full and the ABS Facility was terminated and we cash collateralized the letters of credit (see "Standby Letter of Credit Agreement" below).

Pursuant to the terms of a support agreement (the "TNFINC Support Agreement") with the Teamsters National Freight Industry Negotiating Committee ("TNFINC") of the IBT, dated as of April 29, 2011, as a result of the completion of the restructuring, TNFINC has waived its right to terminate, and agrees not to further modify, that certain Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies, dated as of September 24, 2010 (as amended, the "2010 MOU") such that the collective bargaining agreement will be fully binding on the parties thereto until its specified term of March 31, 2015.

We have filed a preliminary proxy statement with the SEC in connection with a special meeting of our stockholders to approve the merger of a wholly owned subsidiary of the Company with and into the Company with the Company as the surviving entity (the "Charter Amendment Merger"). In connection with the Charter Amendment Merger, we will amend and restate our certificate of incorporation to increase the amount of authorized shares of common stock to a sufficient number to (i) permit the automatic conversion of the shares of Series B Preferred Stock issued in the restructuring into shares of our common stock at an initial conversion rate of 372.6222 common shares per preferred share, (ii) provide sufficient authorized common shares allow for conversion of the Series A Notes and the Series B Notes into our common stock at an initial conversion provide sufficient authorized common shares rate of 8,822 common shares per $1,000 of the Series A Notes and 16,187 common shares per $1,000 of the Series B Notes and (iii) provide sufficient authorized shares for a new equity incentive plan and future equity issuances.

The table below summarizes the cash flow activity as it relates to the restructuring as of July 22, 2011.

(in millions)

Sources of Funds		Uses of Funds	
Issuance of Series B Notes	$100.0	Retirement of ABS facility borrowings	$164.2
Borrowings on the ABL Facility	255.0	Collateralization of letters-of-credit under the ABS facility	64.7
Additional borrowings under the revolving credit facility	18.5	Estimated fees, expenses and original issue discount of restructuring	57.0
Company cash	2.4	Restricted cash deposited in escrow	90.0
Total sources of funds	$375.9	**Total uses of funds**	$375.9

As of July 31, 2011, the Company's cash and cash equivalents and availability under the ABL facility was approximately $286 million and the borrowing base on the Company's $400 million ABL facility was approximately $380 million.

CREDIT FACILITIES

Upon completing the financial restructuring, we now have two primary credit vehicles:

- the amended and restated credit agreement, and
- an asset-backed lending facility.

The amended and restated credit agreement and the asset-backed lending facility are collectively referred to herein as the "credit facilities".

Bank Group Credit Agreement

On July 22, 2011, we, as borrower, entered into an amended and restated credit agreement (the "Bank Group Credit Agreement") with JPMorgan Chase Bank, National Association, as administrative agent and the certain financial institutions party thereto as lenders, which partially refinanced the existing Credit Agreement with an approximately $307.4 million in aggregate principal amount term loan and the approximate $437.0 million of issued but undrawn and outstanding letters of credit. No amounts under the term loan, once repaid, may be reborrowed. New letters of credit may be issued in substitution or replacement of the rollover letters of credit for the same or a substantially similar purpose substantially concurrently with (and in any event within twenty days of) such substitution or replacement. The Bank Group Credit Agreement also waived the outstanding Milestone Failure (as defined in the Credit Agreement) under the Credit Agreement.

— Maturity and Amortization

The maturity of the term loan and, subject to the ability to replace or substitute letters of credit, letters of credit, will be March 31, 2015. The term loan will not amortize.

— Interest and Fees

The term loan, at our option, will bear interest at either (x) 5.50% in excess of the alternate base rate (i.e., the greater of the prime rate and the federal funds effective rate in effect on such day plus 1/2 of 1%) in effect from time to time, or (y) 6.50% in excess of the London interbank offer rate (adjusted for maximum reserves). The London interbank offer rate will be subject to a floor of 3.50% and the alternate base rate will subject to a floor of the then-applicable London interbank offer rate plus 1.0%. The stated interest rate applicable on the July 22, 2011 closing date was 10%.

Issued but undrawn letters of credit are subject to a participation fee equal to 7.50% of the average daily amount of letter of credit exposure. Any commitment available to be used to issue letters of credit will be subject to a commitment fee of 7.50% of the average daily unused commitment. Letters of credit will be subject to a 1% fronting fee or as mutually agreed between the Company and the applicable issuing bank.

Upon a payment event of default, at the election of the required lenders, or automatically following the occurrence of a bankruptcy event of default, the then-applicable interest rate on any outstanding obligations under the Bank Group Credit Agreement will be increased by 2.0%.

— Guarantors

All our obligations under the Bank Group Credit Agreement are unconditionally guaranteed by our U.S. subsidiaries (other than the ABL Borrower (as defined below) or (for one year and two days following the closing) the existing special purpose subsidiary that was a borrower under our ABS facility) (collectively, the "Guarantors").

— Collateral

The collateral securing the obligations under the Bank Group Credit Agreement and guarantees entered into pursuant thereto is substantially similar to the collateral securing the existing Credit Agreement, which includes the following (subject to certain customary exceptions):

- all shares of capital stock of (or other ownership equity interests in) and intercompany debt owned by the Company and each present and future Guarantor; and
- substantially all present and future property and assets of the Company or each Guarantor, except to the extent a security interest would result in a breach, termination or default by the terms of the collateral being granted.

The administrative agent will retain the ability to require a pledge of foreign assets.

The liens on the collateral securing the obligations under the Bank Group Credit Agreement and guarantees entered into pursuant thereto will be junior to:

- the liens securing the obligations under the Contribution Deferral Agreement solely with respect to certain parcels of owned real property on which the pension funds have a senior lien; and
- certain other customary permitted liens.

— Mandatory Prepayments

The Bank Group Credit Agreement includes the following mandatory prepayments (none of which shall be subject to a reinvestment right except as set forth below):

- 75% of the net cash proceeds from certain asset sales (but, in any event, excluding casualty and condemnation events and certain other customary exceptions), except that no prepayment will be required with respect to up to $10 million of net cash proceeds from non real estate asset sales in any fiscal year to the extent reinvested in assets useful to the business;

- 50% of excess cash flow swept on an annual basis;
- 50% of net cash proceeds from equity issuances (subject to certain exceptions, including equity issuances to finance capital expenditures); and
- 100% of cash proceeds from debt issuances that are not permitted by the Bank Group Credit Agreement.

— Covenants

The Bank Group Credit Agreement requires us and our subsidiaries to comply with customary affirmative, negative and financial covenants. Set forth below is a brief description of such covenants,:

- The affirmative covenants include the following: (i) delivery of financial statements and other customary financial information; (ii) notices of events of default and other material events; (iii) maintenance of existence, ability to conduct business, properties, insurance and books and records; (iv) payment of certain obligations; (v) inspection rights; (vi) compliance with laws; (vii) use of proceeds; (viii) further assurances; (ix) additional collateral and guarantor requirements; and (x) quarterly conference calls.
- The negative covenants include limitations on: (i) liens; (ii) debt (including guaranties); (iii) fundamental changes; (iv) dispositions (including sale leasebacks); (v) affiliate transactions; (vi) restrictive agreements; (vii) restricted payments; (viii) voluntary prepayments of debt; and (ix) amendments to certain material agreements.
- The financial covenants include maintenance of the following (each as defined in the Bank Group Credit Agreement):
  - Maximum total leverage ratio as described below:

Four Consecutive Fiscal Quarters Ending	Maximum Total Ratio
March 31, 2012	9.00 to 1.00
June 30, 2012	9.30 to 1.00
September 30, 2012	7.00 to 1.00
December 31, 2012	5.90 to 1.00
March 31, 2013	5.30 to 1.00
June 30, 2013	4.60 to 1.00
September 30, 2013	4.00 to 1.00
December 31, 2013	3.60 to 1.00
March 31, 2014	3.30 to 1.00
June 30, 2014	3.20 to 1.00
September 30, 2014	3.00 to 1.00
December 31, 2014	3.10 to 1.00

  - Minimum interest coverage ratio as described below:

Four Consecutive Fiscal Quarters Ending	Minimum Interest Coverage Ratio
March 31, 2012	1.00 to 1.00
June 30, 2012	1.10 to 1.00
September 30, 2012	1.40 to 1.00
December 31, 2012	1.70 to 1.00
March 31, 2013	1.80 to 1.00
June 30, 2013	2.20 to 1.00
September 30, 2013	2.50 to 1.00
December 31, 2013	2.80 to 1.00
March 31, 2014	3.00 to 1.00
June 30, 2014	3.20 to 1.00
September 30, 2014	3.30 to 1.00
December 31, 2014	3.30 to 1.00

  - Minimum available cash, which includes unrestricted cash in which the administrative agent has a perfected first priority lien and the available commitment under the ABL facility (as defined below), of $50,000,000 at all times (subject to a cure period).

- Minimum EBITDA as described below:

Four Consecutive Fiscal Quarters Ending	Minimum Consolidated EBITDA
September 30, 2011	$ 125,000,000
December 31, 2011	$ 125,000,000
March 31, 2012	$ 160,000,000
June 30, 2012	$ 160,000,000
September 30, 2012	$ 210,000,000
December 31, 2012	$ 250,000,000
March 31, 2013	$ 275,000,000
June 30, 2013	$ 325,000,000
September 30, 2013	$ 370,000,000
December 31, 2013	$ 415,000,000
March 31, 2014	$ 450,000,000
June 30, 2014	$ 475,000,000
September 30, 2014	$ 495,000,000
December 31, 2014	$ 495,000,000

- Maximum capital expenditures covenant as described below, which is subject to a 50% carry-forward of unused amounts to the immediately succeeding fiscal year and use of the available basket amount:

Period	Maximum Capital Expenditures
For the two consecutive fiscal quarters ending December 31, 2011	$ 90,000,000
For the four consecutive fiscal quarters ending December 31, 2012	$ 200,000,000
For the four consecutive fiscal quarters ending December 31, 2013	$ 250,000,000
For the four consecutive fiscal quarters ending December 31, 2014	$ 355,000,000
For the fiscal quarter ending March 31, 2015	$ 90,000,000

— Events of Default

The Bank Group Credit Agreement contains customary events of default, including: (a) non-payment of obligations (subject to a three business day grace period in the case of interest and fees); (b) breach of representations, warranties and covenants (subject to a thirty-day grace period in the case of certain affirmative covenants); (c) bankruptcy (voluntary or involuntary); (d) inability to pay debts as they become due; (e) cross default to material indebtedness; (f) ERISA events; (g) change in control; (h) invalidity of liens; (i) cross acceleration to material leases; (j) invalidity or illegality of the collective bargaining agreement with the IBT, and (k) failure to maintain certain amounts of additional available cash commencing August 23, 2013.

ABL Facility

On July 22, 2011, YRCW Receivables LLC, a newly formed, bankruptcy remote, wholly-owned subsidiary of the Company (the “ABL Borrower”), JPMorgan Chase Bank, N.A., as administrative agent (the “ABL Administrative Agent”) and the lenders party thereto entered into a $225.0 million ABL last out term loan facility, (the “Term B Facility”) and a $175.0 million ABL first out term loan facility (the “Term A Facility,” and collectively with the Term B Facility, the “ABL facility”). The ABL facility will terminate on September 30, 2014 (the “Termination Date”).

Pursuant to the terms of the ABL facility, YRC Inc., USF Holland Inc. and USF Reddaway Inc. (each, one of our subsidiaries and each, an “Originator”) will each sell, on an ongoing basis, all accounts receivable originated by that Originator to the ABL Borrower. Under the ABL facility, we were appointed to act as initial servicer of the receivables, but we may delegate our duties to each Originator as a subservicer.

Material terms of the ABL facility include:

- the ABL facility is secured by a perfected first priority security interest in and lien (subject to permitted liens) upon all accounts receivable (and the related rights) of the ABL Borrower, together with deposit accounts into which the proceeds from such accounts receivable are remitted (collectively, the “ABL Collateral”);

- the aggregate amount available under the ABL facility is subject to a borrowing base equal to 85% of Net Eligible Receivables, plus 100% of the portion of the ABL facility that has been cash collateralized, minus reserves established by the Agent in its permitted discretion; "Net Eligible Receivables" means, as of any day, the outstanding balance of eligible receivables, and reduced by specified concentration limits and unapplied cash;
- on the closing date, the ABL Borrower drew the full Term B Facility (such loans, the "Term B Loans") and $30.0 million under the Term A Facility (such loans, collectively with other loans incurred under the Term A Facility, the "Term A Loans"); amounts received by the ABL Borrower in connection with the closing date loans were utilized to acquire receivables from the Originators and to pay specified expenses;
- subject to certain limitations, including compliance with the borrowing base, the ABL Borrower shall be entitled to request additional Term A Loans (in an aggregate amount not to exceed $175.0 million) prior to the Termination Date;
- The ABL facility is subject to payment on the following terms:
  - loans under the ABL facility are subject to mandatory prepayment in connection with a borrowing base shortfall or loans in excess of the applicable commitment; any mandatory prepayments will be applied to cash collateralize the loans under the ABL facility; provided that any such cash collateral shall be released to the extent any such shortfall is reduced or eliminated;
  - borrowings under the Term B Facility are payable in equal quarterly amounts equal to 1% per annum, with the remaining balance payable on the Termination Date;
  - subject to specified exceptions, loans under the Term B Facility may be voluntarily prepaid only upon the termination of commitments under the Term A Facility and payment in full of all Term A Loans thereunder;
  - loans under the Term A Facility and the commitments in respect thereof (i) may not be prepaid and or terminated on or prior to the first anniversary of the closing date and (ii) shall be subject to a 1% prepayment premium after the first anniversary but on or prior to the second anniversary of the closing date;
  - interest on outstanding borrowings is payable at a rate per annum equal to the reserve adjusted LIBOR rate (which is the greater of the adjusted LIBOR rate and 1.50%) or the "ABR Rate" (which is the greatest of the applicable prime rate, the federal funds rate plus 0.5%, and the LIBOR rate plus 1.0%) plus an applicable margin, which, for Term A Loans, will equal 7.00% for LIBOR rate advances and 6.00% for ABR Rate advances, and for Term B Loans, will equal 9.75% for LIBOR rate advances and 8.75% for ABR Rate advances. The stated interest rate applicable on the July 22, 2011 closing date was 8.5% for Term A Loans and 11.25% for Term B Loans;
  - during the continuance of a termination event, the interest rate on outstanding advances will be increased by 2.00% per annum above the rate otherwise applicable;
  - a per annum commitment fee equal to 7.00% per annum on the average daily unused portion of the commitment in respect of the Term A Facility will be payable quarterly in arrears;
  - we were required to deposit an aggregate amount equal to $90.0 million (the "Escrow Amount") into escrow accounts held by the ABL Administrative Agent, as escrow agent pursuant to an Incentive Escrow Agreement and a Delivery/Maintenance Escrow Agreement (together, the "Escrow Agreements"), we expect such amount to remain in escrow for the term of the ABL facility;
  - we provided a customary, unsecured guaranty of the Originators' recourse obligations under the ABL facility;
  - pursuant to the terms of a standstill agreement (the "Standstill Agreement"), certain trucks, other vehicles, rolling stock, terminals, depots or other storage facilities, in each case, whether leased or owned, are subject to a standstill period in favor of the collateral agent, the administrative agent and the other secured parties under the ABL facility for a period of 10 business days (absent any exigent circumstances arising as a result of fraud, theft, concealment, destruction, waste or abscondment) with respect to the exercise of rights and remedies by the secured parties with respect to those assets under our other material debt agreements; and
  - the ABL facility contains certain customary affirmative and negative covenants and "Termination Events" including, without limitation, specified minimum consolidated EBITDA, unrestricted cash and capital expenditure trigger events (that are consistent with the Credit Agreement), and certain customary provisions regarding borrowing base reporting and delivery of financial statements.

Amended and Restated Contribution Deferral Agreement

On July 22, 2011, the amendment and restatement of the contribution deferral agreement between certain of our subsidiaries and certain multiemployer pension funds (the "A&R CDA") became effective, pursuant to that certain Amendment 10 to Contribution Deferral Agreement, dated as of April 29, 2011, by and among YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc. and USF Reddaway Inc., as primary obligors (the "Primary Obligors"), the Trustees for the Central States, Southeast and Southwest Areas Pension Fund ("CS") and the other pension funds party thereto (together with CS, the "Funds"), and Wilmington Trust

Company, as agent ("Agent"), by and among the Primary Obligors, the Funds and the Agent, which continues to defer pension payments and deferred interest owed as of July 22, 2011 (each, "Deferred Pension Payments" and "Deferred Interest").

— Maturity and Amortization

The maturity of the A&R CDA is March 31, 2015, and there will be no amortization.

— Interest

The Deferred Pension Payments and Deferred Interest bears interest at a rate, with respect to each Fund, per annum as set forth in its trust documentation as of February 28, 2011. The interest rates applicable on the July 22, 2011 closing date range from 4.0% to 18.0%.

— Application of Certain Payments

In accordance with the reentry arrangements between each Fund and the Primary Obligors, a Fund may require the Primary Obligors to make payments of obligations owed to such Fund under the A&R CDA in lieu of payments required pursuant to the collective bargaining agreement with the IBT or make payments into an escrow arrangement, in each case in an amount equal to such Fund's current monthly contribution amount.

— Collateral

The Funds maintain their first lien on existing first priority collateral. The Funds allow the secured parties under the Series A Indenture and Series B Indenture (as each are defined below) a second lien behind the secured parties to the Bank Group Credit Agreement on certain properties and the Funds have a third lien on such collateral.

— Most Favored Nations

If any of the Obligors enter into an amendment, modification, supplementation or alteration of the Bank Group Credit Agreement after July 22, 2011 that imposes any mandatory prepayment, cash collateralization, additional interest or fee or any other incremental payment to the Lenders thereunder not required as of July 22, 2011, the Primary Obligors shall pay the Funds 50% of a proportionate additional payment in respect of the Deferred Pension Payments and Deferred Interest, with certain exceptions.

— Guarantors

The A&R CDA guarantee is reaffirmed by its guarantors USF Glen Moore Inc. and Transcontinental Lease, S. de R.L. de C.V.

Standby Letter of Credit Agreement

On July 22, 2011, we entered into an arrangement with Wells Fargo, National Association ("Wells Fargo") pursuant to which Wells Fargo issued one replacement letter of credit and permitted an existing letter of credit to remain outstanding pursuant to the terms of a Standby Letter of Credit Agreement (the "Standby LC Agreement"), dated as of July 22, 2011, by and among the Company and Wells Fargo. We pledged certain deposit accounts and securities accounts (collectively, the "Pledged Accounts") to Wells Fargo to secure its obligations in respect of the letters of credit pursuant to a Pledge Agreement (the "Pledge Agreement"), dated as of July 22, 2011, by and among the Company, Wells Fargo and Wells Fargo Securities, LLC. The Pledge Agreement requires that we maintain an amount equal to at least 101% of the face amount of the letters of credit in the Pledged Accounts. The Company is obligated to pay (quarterly in arrears) a fee equal to 1.0% per annum on the average daily amount available to be drawn under each letter of credit during such quarter. In addition, the Standby LC Agreement requires the Company to pay customary and usual fees and expenses in connection with the issuance and maintenance of the letters of credit. To the extent the Company fails to pay amounts due and owing, such amounts will bear interest at Wells Fargo's prime rate plus 2.0%. The Standby LC Agreement includes customary and usual events of default (and related cure periods), including without limitation, failure to pay amounts when due, failure to comply with covenants, cross default to material debt, bankruptcy and insolvency events, the occurrence of any act, event of condition causing a material adverse effect and the occurrence of a change of control. The total amount of letters of credit outstanding under the Standby LC Agreement is $64.7 million.

Indentures

On July 22, 2011, we issued $140.0 million in aggregate principal amount of the Series A Notes and $100.0 million in aggregate principal amount of the Series B Notes.

Series A Indenture

The Series A Notes are governed by an indenture (the "Series A Indenture"), dated as of July 22, 2011, among us, as issuer, the Guarantors and U.S. Bank National Association, as trustee. Under the terms of the Series A Indenture, the Series A Notes bear interest at a rate of 10% per year and will mature on March 31, 2015. Interest will be payable on a semiannual basis in arrears only in-kind through the issuance of additional Series A Notes.

The Series A Notes become convertible into our common stock, provided that the Charter Amendment Merger has occurred, upon the second anniversary of the issue date of the Series A Notes. After such time, subject to certain limitations on conversion and issuance of shares, holders may convert any outstanding Series A Notes into shares of our common stock at the initial conversion price per share of approximately $0.1134 and an initial conversion rate of 8.822 common shares per $1,000 of the Series A Notes. The conversion price may be adjusted for certain anti-dilution adjustments.

After the Charter Amendment Merger, holders of the Series A Notes will be entitled to vote with our common stock on an as-converted-to-common-stock-basis, *provided*, that, such number of votes shall be limited to 0.1089 votes for each such share of common stock on an as-converted-to-common stock-basis. We may redeem the Series A Notes, in whole or in part, at any time at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest to the redemption date.

The Series A Indenture contains covenants limiting, among other things, us and our restricted subsidiaries' ability to (i) create liens on assets and (ii) merge, consolidated or sell all or substantially all of our and our guarantor's assets. The covenants are subject to important exceptions and qualifications.

The Series A Notes will be initially guaranteed by all of our domestic subsidiaries that guarantee obligations under the Bank Group Credit Agreement. If any of our existing or future domestic subsidiaries guarantees any indebtedness valued in excess of $5.0 million, then such subsidiary will also guarantee our indebtedness under the Series A Notes. In the event of a sale of all or substantially all of the capital stock or assets of any guarantor, the guarantee of such guarantor will be released. The Series A Notes and the guarantees of the Series A Notes will be our and the guarantors' senior secured obligations. The Series A Notes and related guarantees will be secured by junior priority liens on substantially the same collateral securing the Bank Group Credit Agreement (other than any leasehold interests and equity interests of subsidiaries to the extent such pledge of equity interests would not require increased financial statement reporting obligations pursuant to Rule 3-16 of Regulation S-X). As of December 31, 2010, the common stock of our largest operating companies, such as YRC Inc., USF Holland Inc., New Penn Motor Express, Inc. and USF Reddaway Inc., would be excluded as collateral under these kick-out provisions.

Series B Indenture

The Series B Notes are governed by an indenture (the "Series B Indenture"), dated as of July 22, 2011, among us, as issuer, the Guarantors and U.S. Bank National Association, as trustee. Under the terms of the Series B Indenture, the Series B Notes bear interest at a rate of 10% per year and will mature on March 31, 2015. Interest will be payable on a semiannual basis in arrears only in-kind through the issuance of additional Series B Notes.

The Series B Notes become convertible into our common stock upon the consummation of the Charter Amendment Merger. After such time, holders may convert any outstanding Series B Notes into shares of our common stock at the initial conversion price per share of approximately $0.0618 and an initial conversion rate of 16,187 common shares per $1,000 of the Series B Notes. The conversion price may be adjusted for certain anti-dilution adjustments. Upon conversion, holders of Series B Notes will not receive any cash payment representing accrued and unpaid interest; however, such holders will receive a make whole premium paid in shares of our common stock for the Series B Notes that were converted.

After the Charter Amendment Merger, holders of the Series B Notes will be entitled to vote with our common stock on an as-converted-to-common-stock-basis, *provided*, that, such number of votes shall be limited to 0.0594 votes for each such share of common stock on an as-converted-to-common-stock-basis. If a change of control of the Company occurs, we must give the holders of the Series B Notes the right to sell their Series B Notes to us at 101% of their face amount, plus accrued and unpaid interest to the repurchase date.

The Series B Indenture contains covenants limiting, among other things, our and our restricted subsidiaries' ability to:

- pay dividends or make certain other restricted payments or investments;
- incur additional indebtedness and issue disqualified stock or subsidiary preferred stock;

- create liens on assets;
- sell assets;
- merge, consolidate, or sell all or substantially all of our or the guarantors' assets;
- enter into certain transactions with affiliates; and
- create restrictions on dividends or other payments by our restricted subsidiaries.

These covenants are subject to important exceptions and qualifications.

The Series B Notes will be initially guaranteed by all of our domestic subsidiaries that guarantee obligations under the Bank Group Credit Agreement. If any of our existing or future domestic subsidiaries guarantees any indebtedness valued in excess of $5.0 million, then such subsidiary will also guarantee our indebtedness under the Series B Notes. In the event of a sale of all or substantially all of the capital stock or assets of any guarantor, the guarantee of such guarantor will be released. The Series B Notes and the guarantees of the Series B Notes will be our and the guarantors' senior secured obligations. The Series B Notes and related guarantees will be secured by junior priority liens on substantially the same collateral securing the Bank Group Credit Agreement (other than any leasehold interests and equity interests of subsidiaries to the extent such pledge of equity interests would require increased financial statement reporting obligations pursuant to Rule 3-16 of Regulation S-X). As of December 31, 2010, the common stock of our largest operating companies, such as YRC Inc., USF Holland Inc., New Penn Motor Express, Inc. and USF Reddaway Inc., would be excluded as collateral under these kick-out provisions.

Registration Rights Agreements

On July 22, 2011, we and the guarantor subsidiaries entered into registration rights agreements with those holders of our Series A Notes, Series B Notes and Series B Preferred Stock who may be deemed to be our affiliates upon the closing of the exchange offer. Pursuant to the registration rights agreements, we have agreed to prepare and file with the SEC a registration statement covering the resale of such Series A Notes and Series B Notes, as applicable, and the shares of our common stock such securities are convertible into, as well as the shares of our common stock underlying the Series B Preferred Stock, on or prior to the "filing deadline." The "filing deadline" for each of the initial registration statements is the fifth business day following the date of the consummation of the Charter Amendment Merger. We use our commercially reasonable efforts to cause each such registration statement to be declared effective by the SEC as soon as practicable, but no later than the "effectiveness deadline." The "effectiveness deadline" for each initial registration statement is sixty (60) days after the filing deadline; subject to certain exceptions.

In the case of the registration statement for the Series A Notes and the registration statement for the Series B Notes, if (i) such registration statement is not filed with the SEC on or prior to its filing deadline, (ii) such registration statement is not declared effective on or prior to its effectiveness deadline, or (iii) after such registration statement has been declared effective, we fail to keep the registration statement effective or the prospectus forming a part of such registration statement is not usable for more than an aggregate of 30 trading days (which need not be consecutive) (other than during a grace period) or (iv) a grace period exceeds the length of an allowable grace period (each of the events described in clauses (i) through (iv), an "event") then, in each case, we will be required to pay as partial liquidated damages to such holders of Series A Notes or Series B Notes, as applicable, an amount equal to 0.25% of the aggregate principal amount of such holders' Series A Notes or Series B Notes, as applicable, for the first 30 days from the date of the event until the event is cured (which rate will be increased by an additional 0.25% per annum for each subsequent 30-day period that liquidated damages continue to accrue, provided that the rate at which such liquidated damages accrue may in no event exceed 2.00% per annum). All liquidated damages will be paid on the same day that interest is payable on the Series A Notes or Series B Notes, as applicable, and will be paid-in-kind in Series A Notes or Series B Notes, as applicable.

6% Notes

The 6% Notes indenture provides that the maximum number of shares of our common stock that can be issued in respect of the 6% 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 8,075,200 shares of common stock for $70 million in aggregate principal amount of the 6% Notes, subject to certain adjustments. If the limit is reached, no holder is entitled to any other consideration on account of shares not issued. This limitation terminates if the holders of our common stock approve the termination of this limitation. As of August 8, 2011, a maximum of 5,284,781 shares of the Company's common stock would be available for future issuances in respect of the 6% Notes. Such limitation on the number of shares of common stock issuable in respect of the 6% Notes applies on a pro rata basis to the approximately $69.4 million in aggregate principal amount of outstanding 6% Notes.

Series A Notes

As of August 8, 2011, there is outstanding $140.0 million in aggregate principal amount of Series A Notes. The Series A Notes are not currently convertible into our common stock.

Series B Notes

As of August 8, 2011, there is outstanding $100.0 million in aggregate principal amount of Series B Notes. The Series B Notes are not currently convertible into our common stock.

Risks and Uncertainties Regarding Future Liquidity

To continue to have sufficient liquidity to meet our cash flow requirements after the closing of the restructuring, including paying cash interest and letter of credit fees, making contributions to multiemployer pension funds and funding capital expenditures:

- our operating results, pricing and shipping volumes must continue to improve;
- we must continue to have access to our credit facilities;
- the cost savings under our labor agreements, including wage reductions and savings due to work rule changes, must continue;
- we must complete real estate sale transactions currently under contract as anticipated; and
- we must continue to implement and realize substantial cost savings measures to match our costs with business levels and to continue to become more efficient.

Some or all of these factors are beyond our control and as such we anticipate that we will continue to face risks and uncertainties regarding liquidity.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The uncertainty regarding the Company’s ability to generate sufficient cash flows and liquidity to fund operations raises substantial doubt about the Company’s ability to continue as a going concern (which contemplates the realization of assets and discharge of liabilities in the normal course of business for the foreseeable future). Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

We expect to continue to monitor our liquidity carefully, work to reduce this uncertainty and address our cash needs through a combination of one or more of the following actions:

- we continue to, and expect to implement further cost actions and efficiency improvements;
- we will continue to aggressively seek additional and return business from customers;
- we will continue to attempt to reduce our collateral requirements related to our insurance programs;
- if appropriate, we may sell additional equity or pursue other capital market transactions;
- we may consider selling non-strategic assets or business lines; and
- we expect to carefully manage receipts and disbursements, including amounts and timing, focusing on reducing days sales outstanding and managing days payables outstanding.

Notwithstanding the restructuring, our balance sheet remains significantly leveraged, a significant portion of our debt would mature prior to or during 2015 and we will continue to face potentially significant future funding obligations for our single and multiemployer pension plans. After giving effect to the restructuring as of July 22, 2011, we have approximately $1.4 billion in aggregate principal amount of outstanding indebtedness. Our substantial level of indebtedness increases the risk that we may be unable to generate cash sufficient to pay amounts due in respect of our indebtedness. We also have, and will continue to have, significant operating lease obligations. As of June 30, 2011, our minimum rental expense under operating leases for the remainder of 2011 and full year 2012 was $28.7 million and $43.4 million, respectively. As of June 30, 2011, our operating lease obligations totaled $148.5 million. While we expect that cash generated from operations, together with the proceeds of the ABL facility and the Series B Notes, will be sufficient to allow us to fund our operations, to increase working capital as necessary to support our strategy and to fund planned expenditures for the foreseeable future, we cannot give assurances that we will not face challenges in our liquidity and financial condition in the future.

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4. Debt and Financing

Total debt consisted of the following:

(in millions)	June 30, 2011	December 31, 2010
Revolving credit facility (capacity $700.1 and $713.7)	$ 173.6	$ 142.9
Term loan (par value of $251.6 and $257.1)	252.1	257.8
ABS borrowings, secured by accounts receivable (capacity $325.0, borrowing base $238.4 and $189.3)	164.2	122.8
6% convertible senior notes ($69.4 par value)	57.5	56.1
Pension contribution deferral obligations	146.6	139.1
Lease financing obligations	331.2	338.4
5.0% and 3.375% contingent convertible senior notes (stated at par value)	1.9	1.9
Deferred interest and fees	170.5	—
Other	1.2	1.1
Total debt	$ 1,298.8	$ 1,060.1
Current maturities of 5.0% and 3.375% contingent convertible senior notes and other	(3.0)	(2.9)
Current maturities of lease financing obligations	(5.0)	(4.4)
Current maturities of pension contribution deferral obligations	—	(92.7)
ABS borrowings	—	(122.8)
Long-term debt	$ 1,290.8	$ 837.3

Classification

As previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2010, we failed to satisfy the Pension Fund Condition (as defined in the Credit Agreement) by March 10, 2011 and therefore triggered a Milestone Failure (as defined in the Credit Agreement) and, as a result, the Required Lenders (at least 51% of exposure as defined in the Credit Agreement) had the right, to declare an event of default under the Credit Agreement. Accordingly, we classified our debt under the Credit Agreement as current maturities of long-term debt in our Form 10-Q for the period ended March 31, 2011. We also classified the 6% Notes and the pension contribution deferral obligations as current maturities of long-term debt in our Form 10-Q for the period ended March 31, 2011, due to cross-default provisions within the respective lending agreements.

As part of the restructuring that closed on July 22, 2011 the lenders under the Credit Agreement waived the existence of the Milestone Failure and agreed that the Milestone Failure shall not provide any basis for a Milestone Default (as defined in the Credit Agreement).

The restructuring refinanced the claims held by our lenders under the Credit Agreement, which included deferred interest and fees, with debt obligations maturing March 31, 2015, and the issuance of Series B Preferred Stock.

The restructuring included the amendment and restatement of the Contribution Deferral Agreement, which converted accrued interest to principal and extended the maturity date to March 31, 2015 for our pension contribution deferral obligations, with no principal amortization.

Accordingly, we have classified our debt and deferred interest and fees under the Credit Agreement and our pension contribution deferral obligations as long-term debt at June 30, 2011. We have also classified our 6% Notes due 2014 as long-term debt at June 30, 2011.

On July 22, 2011, we refinanced our ABS facility with an ABL facility and extended the maturity from October 2011 to September 2014. Accordingly, we have classified our debt under the ABS facility as of June 30, 2011 as long-term debt.

Interest and Fee Deferrals

The following table presents accrued interest and fees that had been deferred under the terms of the Credit Agreement, ABS facility and Contribution Deferral Agreement as of June 30, 2011:

(in millions)	June 30, 2011	December 31, 2010
Interest deferrals		
Credit Agreement	$ 134.3	$ 96.3
ABS facility	10.8	2.7
Pension contribution deferral agreement	4.5	9.1
Amendment and commitment fee deferrals		
Credit Agreement	31.8	31.8
ABS facility	15.0	15.0
Total interest and fee deferrals	$ 196.4	$ 154.9

As part of the restructuring that closed on July 22, 2011, the $166.1 million of deferred interest and amendment fees related to the Credit Agreement were exchanged for Series B Preferred Stock and Series A Notes, the $25.8 million of deferred interest and amendment and commitment fees related to the ABS facility were waived, and the $4.5 million of deferred interest related to the pension Contribution Deferral Agreement was capitalized into the outstanding aggregate principal amount.

Fair Value Measurement

The carrying amounts and estimated fair values of our long-term debt, including current maturities and other financial instruments, are summarized as follows:

	June 30, 2011		December 31, 2010	
(in millions)	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Credit Agreement and ABS Facility borrowings	$ 589.9	$ 612.6	$ 523.5	$396.8
Notes and other obligations	207.2	75.1	198.2	116.6
Lease financing obligations	331.2	331.2	338.4	338.4
Deferred interest and fees	170.5	170.5	—	—
Total debt	$1,298.8	$1,189.4	$1,060.1	$851.8

The fair values of our outstanding debt were estimated based on observable prices (level two inputs for fair value measurements), where available, or using the quarter end conversion price for convertible notes (level three inputs for fair value measurements). The carrying amount of the lease financing obligations approximates fair value.

5. Other Assets

The primary components of other assets are as follows:

(in millions)	June 30, 2011	December 31, 2010
Equity method investments:		
JHJ International Transportation Co., Ltd.	$ 50.4	$ 51.4
Deferred debt costs	46.7	61.9
Other	20.9	21.5
Total	$ 118.0	$ 134.8

During the six months ended June 30, 2011 and 2010, we received dividends in the amount of $2.3 million and $1.9 million, respectively, from our China joint venture, JHJ International Transportation Co., Ltd.

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6. Employee Benefits

Components of Net Periodic Pension and Other Postretirement Cost

The following table sets forth the components of our company-sponsored pension costs for the three and six months ended June 30:

(in millions)	Three Months 2011	Three Months 2010	Six Months 2011	Six Months 2010
Service cost	$ 0.9	$ 0.9	$ 1.8	$ 1.8
Interest cost	15.3	15.0	30.6	30.1
Expected return on plan assets	(10.7)	(13.1)	(21.5)	(26.2)
Amortization of net loss	2.4	1.6	4.8	3.1
Net periodic pension cost	$ 7.9	$ 4.4	$ 15.7	$ 8.8
Settlement cost	—	0.1	—	0.1
Total periodic pension cost	$ 7.9	$ 4.5	$ 15.7	$ 8.9

We expect to contribute $30.2 million to our company-sponsored pension plans in 2011 of which $8.6 million has been paid during the six months ended June 30, 2011.

Pursuant to the 2010 MOU, we agreed to resume making union pension contributions related to the periods beginning June 1, 2011. We expect to contribute approximately $42.0 million to these funds during 2011.

7. Income Taxes

Effective Tax Rate

Our effective tax rates for the three and six months ended June 30, 2011 were 5.7% and 4.7%, respectively, compared to 17.7% and 2.1%, respectively for the three and six months ended June 30, 2010. Significant items impacting the 2011 rate include a state tax benefit, certain permanent items and an increase in the valuation allowance established for the net deferred tax asset balance projected for December 31, 2011. We recognize valuation allowances on deferred tax assets if, based on the weight of the evidence, we believe that some or all of our deferred tax assets will not be realized. Changes in valuation allowances are included in our tax provision in the period of change. In determining whether a valuation allowance is warranted, we evaluate factors such as prior years' earnings history, expected future earnings, loss carry-back and carry-forward periods, reversals of existing deferred tax liabilities and tax planning strategies that potentially enhance the likelihood of the realization of a deferred tax asset.

Tax Payments

Taxes paid in the three months ended June 30, 2011 included a $9.4 million reimbursement to the Internal Revenue Service ("IRS") of an excess refund received during the first quarter of 2010 from the carry-back of the 2009 Net Operating Loss. Interest of $0.5 million on the excess refund was also paid to the IRS during the three months ended June 30, 2011.

8. Shareholders' Deficit

The following reflects the activity in the shares of our common stock for the six months ended June 30:

(in thousands)	2011
Beginning balance	47,684
Shares forfeited under share-based compensation arrangements	(24)
Interest paid in stock for the 6% Notes	219
Ending balance	47,879

9. Earnings (Loss) Per Share

Dilutive securities, consisting of options to purchase our common stock or rights to receive common stock in the future, are included in our calculation of diluted weighted average common shares and totaled 41,000 for the three months ended June 30, 2010. Given our net loss position for the six months ended June 30, 2010 and for the three and six months ended June 30, 2011 there were no dilutive securities for these periods.

Antidilutive options and share units were 11,186,700 for the three and six months ended June 30, 2011 and 10,820,000 and 10,861,000 for the three and six months ended June 30, 2010, respectively. Antidilutive 6% convertible senior note conversion shares, including the make whole premium, were convertible into 5,284,781 and 5,884,000 common shares on June 30, 2011 and 2010, respectively.

For the six months ended June 30, 2010, the dilutive securities included preferred stock.

10. Business Segments

We report financial and descriptive information about our reportable operating segments on a basis consistent with that used internally for evaluating segment performance and allocating resources to segments. We evaluate performance primarily on operating income and return on committed capital.

We have the following reportable segments, which are strategic business units that offer complementary transportation services to their customers. National Transportation includes carriers that provide comprehensive regional, national and international transportation services. Regional Transportation is comprised of carriers that focus primarily on business opportunities in the regional and next-day delivery markets. Truckload consists of Glen Moore, a domestic truckload carrier. The results of Jiayu are reflected in our consolidated results as part of the Corporate segment.

The accounting policies of the segments are the same as those described in the Summary of Accounting Policies note in our Annual Report on Form 10-K for the year ended December 31, 2010. We charge management fees and other corporate services to our segments based on the direct benefits received or as a percentage of revenue. In addition to Jiayu, corporate and other operating losses represent residual operating expenses of the holding company, including compensation and benefits and professional services for all periods presented. Corporate identifiable assets primarily refer to cash, cash equivalents, investments in equity method affiliates and deferred debt issuance costs. Intersegment revenue primarily relates to transportation services between our segments.

Beginning in 2011, all restructuring professional fees are included in our Corporate segment. Such costs are included in our Corporate segment as they primarily relate to our financial restructuring and other financing or capital structure actions, and not the operations of our strategic business units. We have recast segment operating income (loss) for prior periods to conform to the current year measure of segment performance. Operating loss for our Corporate segment was increased by $9.3 million and $21.5 million for the three and six months ended June 30, 2010, for the aggregate of restructuring professional fees previously reported in our other segments. Operating income for our National Transportation and Regional Transportation segments were increased by $7.3 million and $1.9 million, respectively, for the three months ended June 30, 2010 for professional fees previously reported in these segments. Operating loss for our Truckload segment was reduced by $0.1 million for the three months ended June 30, 2010 for professional fees previously reported in this segment. Operating loss for our National Transportation, Regional Transportation, and Truckload segments were reduced by $16.9 million, $4.4 million, and $0.2 million, respectively, for the six months ended June 30, 2010 for professional fees previously reported in these segments.

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The following table summarizes our operations by business segment:

(in millions)	National Transportation	Regional Transportation	Truckload	Corporate/ Eliminations	Consolidated
As of June 30, 2011					
Identifiable assets	$ 1,582.0	$ 882.1	$ 44.4	$ 80.9	$ 2,589.4
As of December 31, 2010					
Identifiable assets	1,612.3	864.3	49.8	66.5	2,592.9
Three months ended June 30, 2011					
External revenue	826.9	401.3	22.3	6.7	1,257.2
Intersegment revenue	—	0.4	3.2	(3.6)	—
Operating income (loss)	7.0	14.7	(3.7)	(23.2)	(5.2)
Three months ended June 30, 2010					
External revenue	741.6	351.3	19.1	7.1	1,119.1
Intersegment revenue	—	0.2	9.2	(9.4)	—
Operating income (loss)	40.4	24.3	(1.9)	(14.5)	48.3
Equity investment impairment	—	—	—	12.3	12.3
Six months ended June 30, 2011					
External revenue	1,557.0	767.0	44.1	12.0	2,380.1
Intersegment revenue	—	0.8	6.6	(7.4)	—
Operating income (loss)	(44.3)	13.6	(7.6)	(34.8)	(73.1)
Six months ended June 30, 2010					
External revenue	1,404.7	660.3	36.7	4.5	2,106.2
Intersegment revenue	—	0.3	18.4	(18.7)	—
Operating income (loss)	(135.1)	(12.9)	(4.8)	(32.1)	(184.9)
Equity investment impairment	—	—	—	12.3	12.3

11. Comprehensive Loss

Comprehensive loss for the three and six months ended June 30 follows:

(in millions)	Three Months 2011	Three Months 2010	Six Months 2011	Six Months 2010
Net loss attributable to YRC Worldwide Inc.	$(42.1)	$ (9.5)	$(143.9)	$(283.6)
Other comprehensive income (loss) attributable to YRC Worldwide Inc., net of tax:				
Pension:				
Amortization of net losses to net income (loss)	1.5	1.0	3.0	1.9
Deferred tax rate adjustment	—	—	—	(1.1)
Changes in foreign currency translation adjustments	(0.2)	(7.4)	1.9	(5.6)
Other comprehensive income (loss) attributable to YRC Worldwide Inc.	1.3	(6.4)	4.9	(4.8)
Comprehensive loss attributable to YRC Worldwide Inc.	$(40.8)	$(15.9)	$(139.0)	$(288.4)

For the three and six months ended June 30, 2011 and the three and six months ended June 31, 2010, other comprehensive loss for our minority interest was immaterial.

12. Discontinued Operations

YRC Logistics was historically reported as a separate segment in our consolidated financial statements. As a result of the sale of the majority of YRC Logistics and the closure of the pooled distribution business line in 2010, we have presented the related financial results of YRC Logistics as discontinued operations in all periods presented herein.

Shared services and corporate costs previously allocated to this segment, totaled $2.5 million and $6.6 million for the three and six months ended June 30, 2010, respectively, and are included in continuing operations in our ‘Corporate and other’ segment.

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The financial results included in discontinued operations for the three and six months ended June 30, 2010 are as follows:

(in millions)	Three months	Six months
Revenue	$ 76.3	$ 152.4
Operating loss	(11.6)	(15.2)
Loss from operations before income taxes benefit	(11.9)	(16.0)
Income tax benefit	(0.6)	(0.6)
Net loss from discontinued operations	$ (11.3)	$ (15.4)

13. Commitments and Contingencies

401(k) Class Action Suit

Four class action complaints were filed in the U.S. District Court for the District of Kansas against the Company and certain of its officers and directors, alleging violations of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), based on similar allegations and causes of action. On November 17, 2009, Eva L. Hanna and Shelley F. Whitson, former participants in the Yellow Roadway Corporation Retirement Plan, filed a class action complaint on behalf of certain persons participating in the plan (or plans that merged with the plan) from April 6, 2009 to the present; on December 7, 2009, Daniel J. Cambra, a participant in the Yellow Roadway Corporation Retirement Savings Plan, filed a class action complaint on behalf of certain persons participating in the plan (or plans that merged with the plan) from October 25, 2007 to the present; on January 15, 2010, Patrick M. Couch, a participant in one of the merged 401(k) plans, filed a class action complaint on behalf of certain persons participating in the plan (or plans that merged with the plan) from March 23, 2006 to the present; and on April 21, 2010, Tawana Franklin, a participant in YRC Worldwide 401(k) Plan, filed a class action complaint on behalf of certain persons participating in the plan (or plans that merged with the plan) from October 25, 2007 to the present.

In general, the complaints allege that the defendants breached their fiduciary duties under ERISA by providing participants Company common stock as part of their matching contributions and by not removing the stock fund as an investment option in the plans in light of the Company’s financial condition. Although some Company matching contributions were made in Company common stock, participants were not permitted to invest their own contributions in the Company stock fund. The complaints allege that the defendants failed to prudently and loyally manage the plans and assets of the plans; imprudently invested in Company common stock; failed to monitor fiduciaries and provide them with accurate information; breached the duty to properly appoint, monitor, and inform the Benefits Administrative Committee; misrepresented and failed to disclose adverse financial information; breached the duty to avoid conflict of interest; and are subject to co-fiduciary liability. Each of the complaints seeks, among other things, an order compelling defendants to make good to the plan all losses resulting from the alleged breaches of fiduciary duty, attorneys’ fees, and other injunctive and equitable relief. Based on the four separate complaints previously filed, the Company believes the allegations are without merit.

On March 3, 2010, the Court entered an order consolidating three of the four cases and, on April 1, 2010, the plaintiffs filed a consolidated complaint. The consolidated complaint asserts the same claims as the previously-filed complaints but names as defendants certain former officers of the Company in addition to those current officers and directors that have already been named. The fourth case (Franklin) was consolidated with the first three cases on May 12, 2010. On April 6, 2011, the court certified a class consisting of all 401(k) Plan participants or beneficiaries who held YRCW stock in their accounts between October 25, 2007 and the present.

An agreement in principle has been reached with plaintiffs’ counsel to settle this litigation. The agreed to settlement will be paid entirely by our insurer. The parties are working together to prepare the settlement agreement and the initial papers for filing with the Court. Because the case was certified as a class action, the Court must approve the settlement after providing notice to members of the class and an opportunity to be object. However, because this is a “mandatory class,” class members cannot “opt out” of the settlement. We have every reason to believe the Court will approve the settlement. If approved, the settlement will be binding on all class members and will provide a complete release of claims as to all of the named defendants. The named defendants and their immediate family members are excluded from the class and will not share in the settlement.

ABF Lawsuit

On November 1, 2010, ABF Freight System, Inc. (“ABF”) filed a complaint in the U.S. District court for the Western District of Arkansas against several parties, including YRC Inc., New Penn Motor Express, Inc. and USF Holland Inc. (each a subsidiary of the Company and collectively, the “YRC Defendants”) and the International Brotherhood of Teamsters and the local Teamster unions party to the National Master Freight Agreement (“NMFA”) alleging violation of the NMFA due to modifications to the NMFA that have provided relief to the YRC Defendants without providing the same relief to ABF. The complaint seeks to have the modifications to the NMFA declared null and void and seeks damages of $750 million from the named defendants. The Company believes the allegations are without merit and intends to vigorously defend the claims.

On December 17, 2010, the U.S. District Court for the Western District of Arkansas dismissed the complaint. ABF appealed the dismissal on January 18, 2011 to the U.S. Court of Appeals for the 8th Circuit. The Court of Appeals heard oral arguments on April 12, 2011. On July 6, 2011, the Court of Appeals vacated the U.S. District Court’s dismissal of the litigation on jurisdictional grounds and remanded the case back to the U.S. District Court for further proceedings. The ultimate outcome of this case is not determinable. Therefore, we have not recorded any liability for this matter.

Securities Class Action Suit

On February 7, 2011, a putative class action was filed by Bryant Holdings LLC in the United States District Court for the District of Kansas on behalf of purchasers of the Company’s securities between April 24, 2008 and November 2, 2009, inclusive (the “Class Period”), seeking to pursue remedies under the Securities Exchange Act of 1934, as amended. The complaint alleges that, throughout the Class Period, the Company and certain of its officers failed to disclose material adverse facts about the Company’s true financial condition, business and prospects. Specifically, the complaint alleges that defendants’ statements were materially false and misleading because they misrepresented and overstated the financial condition of the Company and caused shares of the Company’s common stock to trade at artificially inflated levels throughout the Class Period. Bryant Holdings LLC seeks to recover damages on behalf of all purchasers of the Company’s securities during the Class Period. The Company believes the allegations are without merit and intends to vigorously defend the claims. On April 8, 2011, an individual (Stan Better) and a group of investors (including Bryant Holdings LLC) filed competing motions seeking to be named the lead plaintiff in the lawsuit. On May 6, 2011, the parties attempting to be named lead plaintiff filed a stipulation requesting that the Court appoint them as co-lead plaintiffs in the lawsuit. The parties have agreed that the Company will not be required to file an answer or other responsive pleading until such time as the Court has named the lead plaintiff and the lead plaintiff has filed an amended complaint. The ultimate outcome of this case is not determinable. Therefore, we have not recorded any liability for this matter.

14. Related Party Transactions

Subsequent to June 30, 2011, we have the following related party transactions:

On July 22, 2011, Harry Wilson was elected as a director of the Company. Mr. Wilson is Chairman and Chief Executive Officer of MAEVA Advisors, LLC (“MAEVA”) which provided certain financial advisory services in connection with the Restructuring to the Joint Management and Labor Committee of the Company (the “JMLC”) pursuant to a letter agreement dated January 19, 2011 between the JMLC and MAEVA. The letter agreement was terminated effective immediately following the closing of the restructuring except for the provisions that the Company’s board of directors will consider and vote on an additional fee proposal from MAEVA for services provided to the JMLC in connection with the Restructuring and the indemnification of MAEVA against losses in connection with the services provided by MAEVA under the letter agreement. During the term of the engagement, the Company paid approximately $4.1 million to MAEVA, including a $3.0 million success fee at the closing of the restructuring, plus reimbursement for reasonable and actual expenses.

On July 22, 2011, the Company’s board of directors approved Jamie G. Pierson to serve as interim chief financial officer of the Company, beginning on the day following the date on which the Company files its Form 10-Q for the second quarter of 2011 (which is expected to be on or prior to August 9, 2011). Mr. Pierson has been working with the Company since early 2009 and has been instrumental in the Company’s Restructuring. It is anticipated that Mr. Pierson will be interim chief financial officer until the board of directors and Mr. Welch, the newly appointed chief executive officer, find a permanent replacement.

In connection with the appointment, the Company entered into a letter agreement (the “Letter Agreement”) with Alvarez & Marsal North America, LLC (“A&M”) that replaced a February 2011 letter agreement between the Company and A&M. During 2011, the Company paid A&M approximately $3.7 million for the services of Mr. Pierson and the other personnel pursuant to the February 2011 letter agreement. Pursuant to the Letter Agreement, Mr. Pierson will serve as interim chief financial officer and additional A&M engagement personnel will provide services as set forth in the Letter Agreement. Mr. Pierson and the other

engagement personnel agreed to, among other things, assist our chief executive officer in performing a financial review of the Company, develop additional business plans and alternatives for maximizing the enterprise value of the Company, and identify and implement possible cost reduction and operations improvement opportunities. Mr. Pierson and the other engagement personnel will report directly to the Company's board of directors and the chief executive officer, or such other officers as directed by the board of directors.

The Company agreed to pay A&M between $225.00 to $775.00 per hour with respect to the services provided by Mr. Pierson and the other engagement personnel. The Company will pay A&M $650.00 per hour for Mr. Pierson's services. Mr. Pierson and the other engagement personnel are independently compensated pursuant to arrangements with A&M, over which the Company has no control, and they will not receive any compensation directly from the Company or participate in any of the Company's employee benefits. In addition, the Company agreed to pay A&M for reasonable out-of-pocket expenses. The Letter Agreement may be terminated by either party by giving 15 days written notice.

15. Recent Accounting Pronouncements

In June 2011, the Financial Accounting Standards Board ("FASB") has issued Accounting Standards Update ("ASU") No. 2011-05, "Comprehensive Income (Topic 220): Presentation of Comprehensive Income". This ASU allows an entity the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In both choices, an entity is required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. ASU 2011-05 eliminates the option to present the components of other comprehensive income as part of the statement of changes in stockholders' equity. The amendments to the Codification in the ASU do not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. ASU 2011-05 will be applied retrospectively. ASU 2011-05 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. Early adoption is permitted. Based on the Company's evaluation of this ASU, the adoption of this amendment will only impact the presentation of comprehensive income on the Company's consolidated condensed financial statements.

In May 2011, the FASB has issued Accounting Standards Update (ASU) No. 2011-04, "Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements." This ASU represents the converged guidance of the FASB and the International Accounting Standards Board (the Boards) on fair value measurement, resulting in common requirements for measuring fair value and for disclosing information about fair value measurements, including a consistent meaning of the term "fair value." The amendments to this ASU are to be applied prospectively. ASU No. 2011-04 is effective during interim and annual periods beginning after December 15, 2011. Based on the Company's evaluation of this ASU, the adoption of this amendment will not have a material impact on the Company's consolidated condensed financial statements.

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16. Guarantees of the 5.0% and 3.375% Net Share Settled Contingent Convertible Senior Notes Due 2023

In August 2003, YRC Worldwide issued 5.0% contingent convertible senior notes due 2023. In November 2003, we issued 3.375% contingent convertible senior notes due 2023. In December 2004, we completed exchange offers pursuant to which holders of the contingent convertible senior notes could exchange their notes for an equal amount of net share settled contingent convertible senior notes. Substantially all notes were exchanged as part of the exchange offers. In connection with the net share settled contingent convertible senior notes, the following 100% owned subsidiaries of YRC Worldwide have issued guarantees in favor of the holders of the net share settled contingent convertible senior notes: YRC Inc., YRC Enterprise Services, Inc., Roadway LLC and Roadway Next Day Corporation. Each of the guarantees is full and unconditional and joint and several. Effective August 4, 2010, Globe.com Lines, Inc. was released as a guarantor in connection with its merger with and into its parent YRC Logistics Global, LLC. Effective August 13, 2010 YRC Logistics, Inc. and YRC Logistics Global, LLC were released as guarantors in connection with the sale of YRC Logistics.

The condensed consolidating financial statements are presented in lieu of separate financial statements and other related disclosures of the subsidiary guarantors and issuer because management does not believe that separate financial statements and related disclosures would be material to investors. There are currently no significant restrictions on the ability of YRC Worldwide or any guarantor to obtain funds from its subsidiaries by dividend or loan.

The following represents condensed consolidating financial information as of June 30, 2011 and December 31, 2010 with respect to the financial position and for the three and six months ended June 30, 2011 and 2010 for results of operations and for the six months ended June 30, 2011 and 2010 for the statements of cash flows of YRC Worldwide and its subsidiaries. The Parent column presents the financial information of YRC Worldwide, the primary obligor of the contingent convertible senior notes. The Guarantor Subsidiaries column presents the financial information of all guarantor subsidiaries of the net share settled contingent convertible senior notes. The Non-Guarantor Subsidiaries column presents the financial information of all non-guarantor subsidiaries, including those subsidiaries that are governed by foreign laws and Yellow Roadway Receivables Funding Corporation, the special-purpose entity that is associated with our ABS facility.

Condensed Consolidating Balance Sheets
June 30, 2011
(in millions)

	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 121	$ 9	$ 26	$ —	$ 156
Intercompany advances receivable	—	(40)	40	—	—
Accounts receivable, net	10	(5)	537	(1)	541
Prepaid expenses and other	(4)	162	32	—	190
Total current assets	127	126	635	(1)	887
Property and equipment	—	2,216	955	—	3,171
Less – accumulated depreciation	—	(1,333)	(384)	—	(1,717)
Net property and equipment	—	883	571	—	1,454
Investment in subsidiaries	2,372	(9)	119	(2,482)	—
Receivable from affiliate	(660)	542	118	—	—
Intangibles and other assets	313	183	102	(350)	248
Total assets	$2,152	$ 1,725	$ 1,545	$ (2,833)	$ 2,589
Intercompany advances payable	$ 162	$ 247	$ (209)	$ (200)	$ —
Accounts payable	27	71	60	(1)	157
Wages, vacations and employees' benefits	24	133	66	—	223
Other current and accrued liabilities	119	125	74	—	318
Current maturities of long-term debt	7	—	1	—	8
Total current liabilities	339	576	(8)	(201)	706
Payable to affiliate	—	—	150	(150)	—
Long-term debt, less current portion	1,127	—	164	—	1,291
Deferred income taxes, net	142	(126)	88	—	104
Pension and postretirement	450	—	—	—	450
Claims and other liabilities	361	6	—	—	367
Commitments and contingencies					
YRC Worldwide Inc. Shareholders' equity (deficit)	(267)	1,269	1,154	(2,482)	(326)
Non-controlling interest	—	—	(3)	—	(3)
Total shareholders' equity (deficit)	(267)	1,269	1,151	(2,482)	(329)
Total liabilities and shareholders' equity (deficit)	$2,152	$ 1,725	$ 1,545	$ (2,833)	$ 2,589

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December 31, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 120	$ 9	$ 14	$ —	$ 143
Intercompany advances receivable	—	(31)	31	—	—
Accounts receivable, net	9	(5)	438	—	442
Prepaid expenses and other	(46)	190	39	—	183
Total current assets	83	163	522	—	768
Property and equipment	—	2,290	948	—	3,238
Less – accumulated depreciation	—	(1,331)	(356)	—	(1,687)
Net property and equipment	—	959	592	—	1,551
Investment in subsidiaries	2,226	(13)	174	(2,387)	—
Receivable from affiliate	(549)	503	46	—	—
Intangibles and other assets	327	185	112	(350)	274
Total assets	$2,087	$ 1,797	$ 1,446	$ (2,737)	$ 2,593
Intercompany advances payable	$ 121	$ 298	$ (219)	$ (200)	$ —
Accounts payable	20	75	52	—	147
Wages, vacations and employees’ benefits	25	120	51	—	196
Other current and accrued liabilities	259	126	68	—	453
Current maturities of long-term debt	99	—	124	—	223
Total current liabilities	524	619	76	(200)	1,019
Payable to affiliate	—	—	150	(150)	—
Long-term debt, less current portion	837	—	—	—	837
Deferred income taxes, net	75	(53)	97	—	119
Pension and postretirement	448	—	—	—	448
Claims and other liabilities	354	6	—	—	360
Commitments and contingencies					
YRC Worldwide Inc. Shareholders’ equity (deficit)	(151)	1,225	1,125	(2,387)	(188)
Non-controlling interest	—	—	(2)	—	(2)
Total Shareholders’ equity (deficit)	(151)	1,225	1,123	(2,387)	(190)
Total liabilities and shareholders’ equity (deficit)	$2,087	$ 1,797	$ 1,446	$ (2,737)	$ 2,593

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Condensed Consolidating Statements of Operations

For the three months ended June 30, 2011 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 784	$ 476	$ (3)	$ 1,257
Operating expenses:					
Salaries, wages and employees' benefits	2	446	257	—	705
Operating expenses and supplies	15	164	128	—	307
Purchased transportation	—	106	37	(3)	140
Depreciation and amortization	—	29	18	1	48
Other operating expenses	5	40	24	—	69
(Gains) losses on property disposals, net	—	(6)	(1)	—	(7)
Total operating expenses	22	779	463	(2)	1,262
Operating income (loss)	(22)	5	13	(1)	(5)
Nonoperating (income) expenses:					
Interest expense	33	1	6	—	40
Other, net	74	(26)	(47)	(1)	—
Nonoperating (income) expenses, net	107	(25)	(41)	(1)	40
Income (loss) from continuing operations before income taxes	(129)	30	54	—	(45)
Income tax provision (benefit)	(2)	—	—	—	(2)
Net income (loss)	(127)	30	54	—	(43)
Less: Net loss attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$(127)	$ 30	$ 53	$ —	$ (42)

For the three months ended June 30, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 702	$ 428	$ (11)	$ 1,119
Operating expenses:					
Salaries, wages and employees' benefits	3	366	232	—	601
Operating expenses and supplies	(4)	148	100	—	244
Purchased transportation	—	99	33	(11)	121
Depreciation and amortization	—	31	19	—	50
Other operating expenses	1	35	21	—	57
(Gains) losses on property disposals, net	—	(3)	1	—	(2)
Impairment charges	—	—	—	—	—
Total operating expenses	—	676	406	(11)	1,071
Operating income (loss)	—	26	22	—	48
Nonoperating (income) expenses:					
Interest expense	32	—	9	—	41
Equity investment impairment	—	—	12	—	12
Other, net	43	(18)	(31)	—	(6)
Nonoperating (income) expenses, net	75	(18)	(10)	—	47
Income (loss) from continuing operations before income taxes	(75)	44	32	—	1
Income tax provision (benefit)	1	(1)	—	—	—
Net income (loss) from continuing operations	(76)	45	32	—	1
Net income (loss) from discontinued operations, net of tax	—	2	(14)	—	(12)
Net income (loss)	(76)	47	18	—	(11)
Less: Net loss attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$ (76)	$ 47	$ 19	$ —	$ (10)

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For the six months ended June 30, 2011 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 1,475	$ 912	$ (7)	$ 2,380
Operating expenses:					
Salaries, wages and employees' benefits	2	876	507	—	1,385
Operating expenses and supplies	21	316	247	—	584
Purchased transportation	—	197	70	(7)	260
Depreciation and amortization	—	59	37	1	97
Other operating expenses	7	80	50	—	137
(Gains) losses on property disposals, net	—	(6)	(4)	—	(10)
Total operating expenses	30	1,522	907	(6)	2,453
Operating income (loss)	(30)	(47)	5	(1)	(73)
Nonoperating (income) expenses:					
Interest expense	65	1	13	—	79
Other, net	142	(51)	(90)	(1)	—
Nonoperating (income) expenses, net	207	(50)	(77)	(1)	79
Income (loss) from continuing operations before income taxes	(237)	3	82	—	(152)
Income tax provision (benefit)	(7)	—	—	—	(7)
Net loss	(230)	3	82	—	(145)
Less: Net loss attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$(230)	$ 3	$ 83	$ —	$ (144)

For the six months ended June 30, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 1,329	$ 800	$ (23)	$ 2,106
Operating expenses:					
Salaries, wages and employees' benefits	8	872	482	—	1,362
Operating expenses and supplies	(8)	286	203	—	481
Purchased transportation	—	182	56	(23)	215
Depreciation and amortization	—	62	39	—	101
Other operating expenses	2	81	37	—	120
(Gains) losses on property disposals, net	—	1	6	—	7
Impairment charges	—	—	5	—	5
Total operating expenses	2	1,484	828	(23)	2,291
Operating income (loss)	(2)	(155)	(28)	—	(185)
Nonoperating (income) expenses:					
Interest expense	64	1	17	—	82
Equity investment impairment	—	—	12	—	12
Other, net	81	(27)	(58)	—	(4)
Nonoperating (income) expenses, net	145	(26)	(29)	—	90
Income (loss) from continuing operations before income taxes	(147)	(129)	1	—	(275)
Income tax provision (benefit)	(5)	(1)	—	—	(6)
Net income (loss) from continuing operations	(142)	(128)	1	—	(269)
Net income (loss) from discontinued operations, net of tax	—	4	(20)	—	(16)
Net loss	(142)	(124)	(19)	—	(285)
Less: Net loss attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$(142)	$ (124)	$ (18)	$ —	$ (284)

Condensed Consolidating Statements of Cash Flows

For the six months ended June 30, 2011 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating activities:					
Net cash provided by (used in) operating activities	$(164)	$ 12	$ 91	$ —	$ (61)
Investing activities:					
Acquisition of property and equipment	—	(5)	(18)	—	(23)
Proceeds from disposal of property and equipment	—	14	12	—	26
Other	2	—	1	—	3
Net cash provided by (used in) investing activities	2	9	(5)	—	6
Financing activities:					
Asset backed securitization borrowings, net	—	—	41	—	41
Borrowing of long-term debt, net	31	—	1	—	32
Debt issuance costs	(5)	—	—	—	(5)
Intercompany advances / repayments	137	(21)	(116)	—	—
Net cash provided by (used in) financing activities	163	(21)	(74)	—	68
Net increase in cash and cash equivalents	1	—	12	—	13
Cash and cash equivalents, beginning of period	120	9	14	—	143
Cash and cash equivalents, end of period	$ 121	$ 9	$ 26	$ —	$ 156

For the six months ended June 30, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating activities:					
Net cash provided by (used in) operating activities	$ (16)	$ (66)	$ 67	$ —	$ (15)
Investing activities:					
Acquisition of property and equipment	—	(5)	(6)	—	(11)
Proceeds from disposal of property and equipment	—	32	4	—	36
Other	2	—	3	—	5
Net cash provided by investing activities	2	27	1	—	30
Financing activities:					
Asset backed securitization borrowings, net	—	—	1	—	1
Borrowing of long-term debt, net	92	(6)	(45)	—	41
Debt issuance costs	(9)	—	(1)	—	(10)
Equity issuance costs	(17)	—	—	—	(17)
Equity issuance proceeds	16	—	—	—	16
Intercompany advances / repayments	(22)	42	(20)	—	—
Net cash provided by (used in) financing activities	60	36	(65)	—	31
Net increase (decrease) in cash and cash equivalents	46	(3)	3	—	46
Cash and cash equivalents, beginning of period	69	9	20	—	98
Cash and cash equivalents, end of period	$115	$ 6	$ 23	$ —	$ 144

17. Guarantees of the 6% Convertible Senior Notes Due 2014

On February 23, 2010, and August 3, 2010, we issued $70 million in aggregate principal amount of our new 6% convertible senior notes due 2014 (the "6% notes"). In connection with the 6% notes, the following 100% owned subsidiaries of YRC Worldwide have issued guarantees in favor of the holders of the notes: YRC Inc., YRC Enterprise Services, Inc., Roadway LLC, Roadway Next Day Corporation, YRC Regional Transportation, Inc., USF Sales Corporation, USF Holland Inc., USF Reddaway Inc., USF Glen Moore Inc., YRC Logistics Services, Inc. and IMUA Handling Corporation. Each of the guarantees is full and unconditional and joint and several. Effective August 4, 2010, Globe.com Lines, Inc. was released as a guarantor in connection with its merger with and into its parent YRC Logistics Global, LLC. Effective August 13, 2010, YRC Logistics, Inc. and YRC Logistics Global, LLC were released as guarantors in connection with the sale of YRC Logistics.

The condensed consolidating financial statements are presented in lieu of separate financial statements and other related disclosures of the subsidiary guarantors and issuer because management does not believe that such separate financial statements and related disclosures would be material to investors. There are currently no significant restrictions on the ability of YRC Worldwide or any guarantor to obtain funds from its subsidiaries by dividend or loan.

The following represents condensed consolidating financial information as of June 30, 2011 and December 31, 2010, with respect to the financial position and for the three and six months ended June 30, 2011 and 2010, for results of operations and for the six months ended June 30, 2011 and 2010 for the statement of cash flows of YRC Worldwide and its subsidiaries. The Parent column presents the financial information of YRC Worldwide, the primary obligor of the 6% notes. The Guarantor Subsidiaries column presents the financial information of all guarantor subsidiaries of the 6% notes. The Non-Guarantor Subsidiaries column presents the financial information of all non-guarantor subsidiaries, including those subsidiaries that are governed by foreign laws and Yellow Roadway Receivables Funding Corporation, the special-purpose entity that is associated with our ABS facility.

Condensed Consolidating Balance Sheets

June 30, 2011 (in millions)	Primary Obligor	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 121	$ 11	$ 24	$ —	$ 156
Intercompany advances receivable, net	—	(46)	46	—	—
Accounts receivable, net	10	(4)	535	—	541
Prepaid expenses and other	(4)	204	(10)	—	190
Total current assets	127	165	595	—	887
Property and equipment	—	2,980	191	—	3,171
Less – accumulated depreciation	—	(1,620)	(97)	—	(1,717)
Net property and equipment	—	1,360	94	—	1,454
Investment in subsidiaries	2,372	125	(15)	(2,482)	—
Receivable from affiliate	(660)	938	(278)	—	—
Intangibles and other assets	313	223	62	(350)	248
Total assets	$2,152	$ 2,811	$ 458	$ (2,832)	$ 2,589
Intercompany advances payable	$ 162	$ 192	$ (154)	$ (200)	$ —
Accounts payable	27	95	35	—	157
Wages, vacations and employees' benefits	24	185	14	—	223
Other current and accrued liabilities	119	179	20	—	318
Current maturities of long-term debt	7	—	1	—	8
Total current liabilities	339	651	(84)	(200)	706
Payable to affiliate	—	—	150	(150)	—
Long-term debt, less current portion	1,127	—	164	—	1,291
Deferred income taxes, net	142	(48)	10	—	104
Pension and postretirement	450	—	—	—	450
Claims and other liabilities	361	6	—	—	367
Commitments and contingencies					
YRC Worldwide Inc. Shareholders' equity (deficit)	(267)	2,202	221	(2,482)	(326)
Non-controlling interest	—	—	(3)	—	(3)
Total shareholders' equity (deficit)	(267)	2,202	218	(2,482)	(329)
Total liabilities and shareholders' equity (deficit)	$2,152	$ 2,811	$ 458	$ (2,832)	$ 2,589

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December 31, 2010 (in millions)	Primary Obligor	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 120	$ 10	$ 13	$ —	$ 143
Intercompany advances receivable, net	—	(38)	38	—	—
Accounts receivable, net	9	2	431	—	442
Prepaid expenses and other	(46)	240	(11)	—	183
Total current assets	83	214	471	—	768
Property and equipment	—	3,050	188	—	3,238
Less – accumulated depreciation	—	(1,596)	(91)	—	(1,687)
Net property and equipment	—	1,454	97	—	1,551
Investment in subsidiaries	2,226	130	31	(2,387)	—
Receivable from affiliate	(549)	840	(291)	—	—
Intangibles and other assets	327	230	67	(350)	274
Total assets	$2,087	$ 2,868	$ 375	$ (2,737)	$ 2,593
Intercompany advances payable	$ 121	$ 269	$ (190)	$ (200)	$ —
Accounts payable	20	96	31	—	147
Wages, vacations and employees' benefits	25	158	13	—	196
Other current and accrued liabilities	259	183	11	—	453
Current maturities of long-term debt	99	—	124	—	223
Total current liabilities	524	706	(11)	(200)	1,019
Payable to affiliate	—	—	150	(150)	—
Long-term debt, less current portion	837	—	—	—	837
Deferred income taxes, net	75	34	10	—	119
Pension and postretirement	448	—	—	—	448
Claims and other liabilities	354	6	—	—	360
Commitments and contingencies					
YRC Worldwide Inc. Shareholders' equity (deficit)	(151)	2,122	228	(2,387)	(188)
Non-controlling interest	—	—	(2)	—	(2)
Total shareholders' equity (deficit)	(151)	2,122	226	(2,387)	(190)
Total liabilities and shareholders' equity (deficit)	$2,087	$ 2,868	$ 375	$ (2,737)	$ 2,593

Condensed Consolidating Statements of Operations

For the three months ended June 30, 2011 (in millions)	Primary Obligor	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 1,143	$ 114	$ —	$ 1,257
Operating expenses:					
Salaries, wages and employees' benefits	2	649	54	—	705
Operating expenses and supplies	15	268	24	—	307
Purchased transportation	—	118	22	—	140
Depreciation and amortization	—	44	4	—	48
Other operating expenses	5	60	4	—	69
Gains on property disposals, net	—	(7)	—	—	(7)
Total operating expenses	22	1,132	108	—	1,262
Operating income (loss)	(22)	11	6	—	(5)
Nonoperating (income) expenses:					
Interest expense	33	1	6	—	40
Other, net	74	(50)	(24)	—	—
Nonoperating (income) expenses, net	107	(49)	(18)	—	40
Income (loss) from continuing operations before income taxes	(129)	60	24	—	(45)
Income tax provision (benefit)	(2)	—	—	—	(2)
Net income (loss)	(127)	60	24	—	(43)
Less: Net loss attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$ (127)	$ 60	$ 23	$ —	$ (42)

For the three months ended June 30, 2010 (in millions)	Primary Obligor	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 1,016	$ 104	$ (1)	$ 1,119
Operating expenses:					
Salaries, wages and employees' benefits	3	548	50	—	601
Operating expenses and supplies	(4)	228	20	—	244
Purchased transportation	—	102	20	(1)	121
Depreciation and amortization	—	46	4	—	50
Other operating expenses	1	53	3	—	57
Gains on property disposals, net	—	(2)	—	—	(2)
Total operating expenses	—	975	97	(1)	1,071
Operating income (loss)	—	41	7	—	48
Nonoperating (income) expenses:					
Interest expense	33	—	8	—	41
Equity investment impairment	—	—	12	—	12
Other, net	43	(30)	(19)	—	(6)
Nonoperating (income) expenses, net	76	(30)	1	—	47
Income (loss) from continuing operations before income taxes	(76)	71	6	—	1
Income tax provision (benefit)	1	(1)	—	—	—
Net income (loss) from continuing operations	(77)	72	6	—	1
Net loss from discontinued operations, net of tax	—	(12)	—	—	(12)
Net income (loss)	(77)	60	6	—	(11)
Less: Net loss attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$ (77)	$ 60	$ 7	$ —	$ (10)

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For the six months ended June 30, 2011 (in millions)	Primary Obligor	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 2,165	$ 215	$ —	$ 2,380
Operating expenses:					
Salaries, wages and employees' benefits	2	1,276	107	—	1,385
Operating expenses and supplies	21	516	47	—	584
Purchased transportation	—	219	41	—	260
Depreciation and amortization	—	89	8	—	97
Other operating expenses	7	122	8	—	137
Losses on property disposals, net	—	(10)	—	—	(10)
Total operating expenses	30	2,212	211	—	2,453
Operating income (loss)	(30)	(47)	4	—	(73)
Nonoperating (income) expenses:					
Interest expense	65	2	12	—	79
Other, net	142	(97)	(45)	—	—
Nonoperating (income) expenses, net	207	(95)	(33)	—	79
Income (loss) from continuing operations before income taxes	(237)	48	37	—	(152)
Income tax provision (benefit)	(7)	—	—	—	(7)
Net loss	(230)	48	37	—	(145)
Less: Net loss attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$ (230)	$ 48	$ 38	$ —	$ (144)

For the six months ended June 30, 2010 (in millions)	Primary Obligor	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 1,920	$ 190	$ (4)	$ 2,106
Operating expenses:					
Salaries, wages and employees' benefits	8	1,249	105	—	1,362
Operating expenses and supplies	(8)	449	40	—	481
Purchased transportation	—	186	33	(4)	215
Depreciation and amortization	—	93	8	—	101
Other operating expenses	2	112	6	—	120
Losses on property disposals, net	—	5	2	—	7
Impairment charges	—	—	5	—	5
Total operating expenses	2	2,094	199	(4)	2,291
Operating income (loss)	(2)	(174)	(9)	—	(185)
Nonoperating (income) expenses:					
Interest expense	65	2	15	—	82
Equity investment impairment	—	—	12	—	12
Other, net	81	(51)	(34)	—	(4)
Nonoperating (income) expenses, net	146	(49)	(7)	—	90
Income (loss) from continuing operations before income taxes	(148)	(125)	(2)	—	(275)
Income tax provision (benefit)	(5)	(1)	—	—	(6)
Net income (loss) from continuing operations	(143)	(124)	(2)	—	(269)
Net loss from discontinued operations, net of tax	—	(16)	—	—	(16)
Net loss	(143)	(140)	(2)	—	(285)
Less: Net loss attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$ (143)	$ (140)	$ (1)	$ —	$ (284)

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Condensed Consolidating Statement of Cash Flows

For the six months ended June 30, 2011 (in millions)	Primary Obligor	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating activities:					
Net cash provided by (used in) operating activities	$ (164)	$ 154	$ (51)	$ —	$ (61)
Investing activities:					
Acquisition of property and equipment	—	(21)	(2)	—	(23)
Proceeds from disposal of property and equipment	—	26	—	—	26
Other	2	1	—	—	3
Net cash provided by (used in) investing activities	2	6	(2)	—	6
Financing activities:					
Asset backed securitization borrowings, net	—	—	41	—	41
Borrowing of long-term debt, net	31	—	1	—	32
Debt issuance costs	(5)	—	—	—	(5)
Intercompany advances / repayments	137	(159)	22	—	—
Net cash provided by (used in) financing activities	163	(159)	64	—	68
Net increase in cash and cash equivalents	1	1	11	—	13
Cash and cash equivalents, beginning of Period	120	10	13	—	143
Cash and cash equivalents, end of period	$ 121	$ 11	$ 24	$ —	$ 156

For the six months ended June 30, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating activities:					
Net cash provided by (used in) operating activities	$ (16)	$ (18)	$ 19	$ —	$ (15)
Investing activities:					
Acquisition of property and equipment	—	(8)	(3)	—	(11)
Proceeds from disposal of property and equipment	—	35	1	—	36
Other	2	—	3	—	5
Net cash provided by investing activities	2	27	1	—	30
Financing activities:					
Asset backed securitization borrowings, net	—	—	1	—	1
Borrowing of long-term debt, net	92	(51)	—	—	41
Debt issuance costs	(9)	—	(1)	—	(10)
Equity issuance costs	(17)	—	—	—	(17)
Equity issuance proceeds	16	—	—	—	16
Intercompany advances / repayments	(22)	40	(18)	—	—
Net cash provided by (used in) financing activities	60	(11)	(18)	—	31
Net increase (decrease) in cash and cash equivalents	46	(2)	2	—	46
Cash and cash equivalents, beginning of period	69	10	19	—	98
Cash and cash equivalents, end of period	$ 115	$ 8	$ 21	$ —	$ 144

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18. Guarantees of the 10% Series A Convertible Senior Secured Notes and the 10% Series B Convertible Senior Secured Notes Due 2015

On July 22, 2011, we issued $140 million in aggregate principal amount of new 10% series A convertible senior secured notes and $100 million in aggregate principal amount of new 10% series B convertible senior secured notes both due 2015 (collectively the "New Convertible Secured Notes"). In connection with the New Convertible Secured Notes, the following 100% owned subsidiaries of YRC Worldwide issued guarantees in favor of the holders of the New Convertible Secured Notes: YRC Inc., YRC Enterprise Services, Inc., Roadway LLC, Roadway Reverse Logistics, Inc., Roadway Express International, Inc., Roadway Next Day Corporation, New Penn Motor Express Inc., YRC Regional Transportation, Inc., USF Sales Corporation, USF Holland Inc., USF Reddaway Inc., USF Glen Moore Inc., YRC Logistics Services, Inc., IMUA Handling Corporation, USF Bestway Inc., USF Dugan Inc., USF RedStar LLC, USF Technology Services Inc., USF Canada Inc., USF Mexico Inc., USFreightways Corporation, YRC Mortgages, LLC, YRC Association Solutions Inc., YRC International Investments Inc., and Express Lane Services Inc. Each of the guarantees is full and unconditional and joint and several.

The condensed consolidating financial statements are presented in lieu of separate financial statements and other related disclosures of the subsidiary guarantors and issuer because management does not believe that such separate financial statements and related disclosures would be material to investors. There are currently no significant restrictions on the ability of YRC Worldwide or any guarantor to obtain funds from its subsidiaries by dividend or loan.

The following represents condensed consolidating financial information as of June 30, 2011 and December 31, 2010, with respect to the financial position and for the three and six months ended June 30, 2011 and 2010, for results of operations and cash flows of YRC Worldwide and its subsidiaries. The Parent column presents the financial information of YRC Worldwide, the primary obligor of the New Convertible Secured Notes. The Guarantor Subsidiaries column presents the financial information of all guarantor subsidiaries of the New Convertible Secured Notes. The Non-Guarantor Subsidiaries column presents the financial information of all non-guarantor subsidiaries, including those subsidiaries that are governed by foreign laws and Yellow Roadway Receivables Funding Corporation, the special-purpose entity that is associated with our ABS facility.

Condensed Consolidating Balance Sheets

June 30, 2011 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 121	$ 13	$ 22	$ —	$ 156
Intercompany advances receivable	—	(46)	46	—	—
Accounts receivable, net	10	27	504	—	541
Prepaid expenses and other	(4)	187	7	—	190
Total current assets	127	181	579	—	887
Property and equipment	—	3,112	59	—	3,171
Less – accumulated depreciation	—	(1,677)	(40)	—	(1,717)
Net property and equipment	—	1,435	19	—	1,454
Investment in subsidiaries	2,372	119	(9)	(2,482)	—
Receivable from affiliate	(660)	1,064	(404)	—	—
Intangibles and other assets	313	264	21	(350)	248
Total assets	$2,152	$ 3,063	$ 206	$ (2,832)	$ 2,589
Intercompany advances payable	$ 162	$ 192	$ (154)	$ (200)	$ —
Accounts payable	27	101	29	—	157
Wages, vacations and employees' benefits	24	195	4	—	223
Other current and accrued liabilities	119	181	18	—	318
Current maturities of long-term debt	7	—	1	—	8
Total current liabilities	339	669	(102)	(200)	706
Payable to affiliate	—	150	—	(150)	—
Long-term debt, less current portion	1,127	—	164	—	1,291
Deferred income taxes, net	142	(44)	6	—	104
Pension and postretirement	450	—	—	—	450
Claims and other liabilities	361	6	—	—	367
Commitments and contingencies					
YRC Worldwide Inc. Shareholders' equity (deficit)	(267)	2,282	141	(2,482)	(326)
Non-controlling interest	—	—	(3)	—	(3)
Total Shareholders' equity (deficit)	(267)	2,282	138	(2,482)	(329)
Total liabilities and shareholders' equity (deficit)	$2,152	$ 3,063	$ 206	$ (2,832)	$ 2,589

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December 31, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash and cash equivalents	$ 120	$ 9	$ 14	$ —	$ 143
Intercompany advances receivable	—	(38)	38	—	—
Accounts receivable, net	9	31	402	—	442
Prepaid expenses and other	(46)	222	7	—	183
Total current assets	83	224	461	—	768
Property and equipment	—	3,180	58	—	3,238
Less – accumulated depreciation	—	(1,649)	(38)	—	(1,687)
Net property and equipment	—	1,531	20	—	1,551
Investment in subsidiaries	2,226	145	16	(2,387)	—
Receivable from affiliate	(549)	946	(397)	—	—
Intangibles and other assets	327	274	23	(350)	274
Total assets	$2,087	$ 3,120	$ 123	$ (2,737)	$ 2,593
Intercompany advances payable	$ 121	$ 269	$ (190)	$ (200)	$ —
Accounts payable	20	100	27	—	147
Wages, vacations and employees’ benefits	25	167	4	—	196
Other current and accrued liabilities	259	186	8	—	453
Current maturities of long-term debt	99	—	124	—	223
Total current liabilities	524	722	(27)	(200)	1,019
Payable to affiliate	—	150	—	(150)	—
Long-term debt, less current portion	837	—	—	—	837
Deferred income taxes, net	75	38	6	—	119
Pension and postretirement	448	—	—	—	448
Claims and other liabilities	354	6	—	—	360
Commitments and contingencies					
YRC Worldwide Inc. Shareholders’ equity (deficit)	(151)	2,204	146	(2,387)	(188)
Non-controlling interest	—	—	(2)	—	(2)
Total Shareholders’ equity (deficit)	(151)	2,204	144	(2,387)	(190)
Total liabilities and shareholders’ equity (deficit)	$2,087	$ 3,120	$ 123	$ (2,737)	$ 2,593

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Condensed Consolidating Statements of Operations

For the three months ended June 30, 2011 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 1,209	$ 48	$ —	$ 1,257
Operating expenses:					
Salaries, wages and employees' benefits	2	685	18	—	705
Operating expenses and supplies	15	281	11	—	307
Purchased transportation	—	124	16	—	140
Depreciation and amortization	—	47	1	—	48
Other operating expenses	5	63	1	—	69
Gains on property disposals, net	—	(7)	—	—	(7)
Total operating expenses	22	1,193	47	—	1,262
Operating loss	(22)	16	1	—	(5)
Nonoperating (income) expenses:					
Interest expense	33	1	6	—	40
Other, net	74	(58)	(16)	—	—
Nonoperating (income) expenses, net	107	(57)	(10)	—	40
Income (loss) from continuing operations before income taxes	(129)	73	11	—	(45)
Income tax benefit	(2)	—	—	—	(2)
Net income (loss)	(127)	73	11	—	(43)
Less: Net income (loss) attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide, Inc.	$(127)	$ 73	$ 10	$ —	$ (42)

For the three months ended June 30, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 1,073	$ 47	$ (1)	$ 1,119
Operating expenses:					
Salaries, wages and employees' benefits	3	579	19	—	601
Operating expenses and supplies	(4)	237	11	—	244
Purchased transportation	—	105	17	(1)	121
Depreciation and amortization	—	50	—	—	50
Other operating expenses	1	56	—	—	57
(Gains) losses on property disposals, net	—	(3)	1	—	(2)
Total operating expenses	—	1,024	48	(1)	1,071
Operating loss	—	49	(1)	—	48
Nonoperating (income) expenses:					
Interest expense	33	—	8	—	41
Equity investment impairment	—	—	12	—	12
Other, net	43	(33)	(16)	—	(6)
Nonoperating (income) expenses, net	76	(33)	4	—	47
Income (loss) from continuing operations before income taxes	(76)	82	(5)	—	1
Income tax benefit	1	(1)	—	—	—
Net income (loss) from continuing operations	(77)	83	(5)	—	1
Net loss from discontinued operations, net of tax	—	(12)	—	—	(12)
Net income (loss)	(77)	71	(5)	—	(11)
Less: Net income (loss) attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$ (77)	$ 71	$ (4)	$ —	$ (10)

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For the six months ended June 30, 2011 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 2,289	$ 91	$ —	$ 2,380
Operating expenses:					
Salaries, wages and employees' benefits	2	1,348	35	—	1,385
Operating expenses and supplies	21	541	22	—	584
Purchased transportation	—	230	30	—	260
Depreciation and amortization	—	95	2	—	97
Other operating expenses	7	127	3	—	137
Gains on property disposals, net	—	(10)	—	—	(10)
Total operating expenses	30	2,331	92	—	2,453
Operating loss	(30)	(42)	(1)	—	(73)
Nonoperating (income) expenses:					
Interest expense	65	2	12	—	79
Other, net	142	(111)	(31)	—	—
Nonoperating (income) expenses, net	207	(109)	(19)	—	79
Income (loss) from continuing operations before income taxes	(237)	67	18	—	(152)
Income tax benefit	(7)	—	—	—	(7)
Net income (loss)	(230)	67	18	—	(145)
Less: Net income (loss) attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$(230)	$ 67	$ 19	$ —	$ (144)

For the six months ended June 30, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating revenue	$ —	$ 2,028	$ 82	$ (4)	$ 2,106
Operating expenses:					
Salaries, wages and employees' benefits	8	1,318	36	—	1,362
Operating expenses and supplies	(8)	469	20	—	481
Purchased transportation	—	194	25	(4)	215
Depreciation and amortization	—	99	2	—	101
Other operating expenses	2	117	1	—	120
Losses on property disposals, net	—	5	2	—	7
Impairment charges	—	2	3	—	5
Total operating expenses	2	2,204	89	(4)	2,291
Operating loss	(2)	(176)	(7)	—	(185)
Nonoperating (income) expenses:					
Interest expense	65	2	15	—	82
Equity investment impairment	—	—	12	—	12
Other, net	81	(55)	(30)	—	(4)
Nonoperating (income) expenses, net	146	(53)	(3)	—	90
Income (loss) from continuing operations before income taxes	(148)	(123)	(4)	—	(275)
Income tax benefit	(5)	(1)	—	—	(6)
Net income (loss) from continuing operations	(143)	(122)	(4)	—	(269)
Net loss from discontinued operations, net of tax	—	(16)	—	—	(16)
Net income (loss)	(143)	(138)	(4)	—	(285)
Less: Net income (loss) attributable to non-controlling interest	—	—	(1)	—	(1)
Net income (loss) attributable to YRC Worldwide Inc.	$(143)	$ (138)	$ (3)	$ —	$ (284)

Condensed Consolidating Statements of Cash Flows

For the six months ended June 30, 2011 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating activities:					
Net cash provided by (used in) operating activities	$(164)	$ 179	$ (76)	$ —	$ (61)
Investing activities:					
Acquisition of property and equipment	—	(22)	(1)	—	(23)
Proceeds from disposal of property And equipment	—	26	—	—	26
Other	2	1	—	—	3
Net cash provided (used in) by investing activities	2	5	(1)	—	6
Financing activities:					
Asset backed securitization borrowings, net	—	—	41	—	41
Issuance of long-term debt, net	31	—	1	—	32
Debt issuance cost	(5)	—	—	—	(5)
Intercompany advances / repayments	137	(180)	43	—	—
Net cash provided by (used in) financing activities	163	(180)	85	—	68
Net increase in cash and cash equivalents	1	4	8	—	13
Cash and cash equivalents, beginning of period	120	9	14	—	143
Cash and cash equivalents, end of period	$ 121	$ 13	$ 22	$ —	$ 156

For the six months ended June 30, 2010 (in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Operating activities:					
Net cash provided by (used in) operating activities	$ (16)	$ (8)	$ 9	$ —	$ (15)
Investing activities:	—	(8)	(3)	—	(11)
Acquisition of property and equipment	—	35	1	—	36
Proceeds from disposal of property and equipment	2	—	3	—	5
Net cash provided by investing activities	2	27	1	—	30
Financing activities:					
Asset backed securitization payments, net	—	—	1	—	1
Issuance (repayment) of long-term debt, net	92	(51)	—	—	41
Debt issuance cost	(9)	—	(1)	—	(10)
Equity issuance costs	(17)	—	—	—	(17)
Equity issuance proceeds	16	—	—	—	16
Intercompany advances / repayments	(22)	32	(10)	—	—
Net cash provided by (used in) financing activities	60	(19)	(10)	—	31
Net increase in cash and cash equivalents	46	—	—	—	46
Cash and cash equivalents, beginning of period	69	10	19	—	98
Cash and cash equivalents, end of period	$ 115	$ 10	$ 19	$ —	$ 144

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with the Consolidated Financial Statements and the Notes to Consolidated Financial Statements of YRC Worldwide Inc. (also referred to as "YRC Worldwide", the "Company", "we" or "our"). MD&A and certain statements in the Notes to Consolidated Financial Statements include 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 (each a "forward-looking statement"). Forward-looking statements include those preceded by, followed by or include the words "should," "could," "may," "expect," "believe," "estimate" or similar expressions. It is important to note that our future results could differ materially from any results projected in such forward-looking statements because of a number of factors, including (among others), the effect of the restructuring, our ability to generate sufficient cash flows and liquidity to fund operations, which raises substantial doubt about our ability to continue as a going concern, inflation, inclement weather, price and availability of fuel, sudden changes in the cost of fuel or the index upon which we base our fuel surcharge, competitor pricing activity, expense volatility, including (without limitation) expense volatility due to changes in rail service or pricing for rail service, ability to capture cost reductions, changes in equity and debt markets, a downturn in general or regional economic activity, effects of a terrorist attack, labor relations, including (without limitation), the impact of work rules, work stoppages, strikes or other disruptions, any obligations to multi-employer health, welfare and pension plans, wage requirements and employee satisfaction, and the risk factors that are from time to time included in our reports filed with the SEC, including our Annual Report on Form 10-K for the year ended December 31, 2010.

Results of Operations

This section focuses on the highlights and significant items that impacted our operating results during the three and six months ending June 30, 2011. We have presented a discussion regarding the operating results of each of our operating segments: National Transportation, Regional Transportation and Truckload.

Consolidated Results

Our consolidated results for the three and six months ended June 30, 2011 and 2010 include the results of each of the operating segments discussed below and corporate expenses. A more detailed discussion of the operating results of our segments is presented below.

The table below provides summary consolidated financial information for the three and six months ended June 30:

	Three months			Six months		
(in millions)	2011	2010	Percent Change	2011	2010	Percent Change
Operating revenue	$1,257.2	$1,119.1	12.3%	$2,380.1	$2,106.2	13.0%
Operating income (loss)	(5.2)	48.3	n/m (a)	(73.1)	(184.9)	60.4%
Nonoperating expenses, net	40.0	47.0	(14.9%)	78.8	89.9	(12.3%)
Net income (loss) from continuing operations	(42.6)	1.0	n/m (a)	(144.9)	(269.1)	46.1%

(a) Not meaningful.

Three months ended June 30, 2011 compared to three months ended June 30, 2010

Our consolidated operating revenue increased 12.3% during the three months ended June 30, 2011 versus the same period in 2010 due to increased revenue from our National Transportation and Regional Transportation segments. This increase is attributed to both increases in volume over the comparable prior year quarter and increases in yield or pricing. Our volume increases are primarily attributed to a moderately improving economic environment as well as the return of customer business that had previously been diverted to other carriers. The improvement in yield is due to increased fuel surcharge revenue resulting from higher diesel fuel costs as well as a more disciplined industry pricing market.

Consolidated operating revenue includes fuel surcharge revenue. Fuel surcharges are common throughout our industry and represent an amount that we charge to customers that adjusts with changing fuel prices. We base our fuel surcharges on a published national index and adjust them weekly. Rapid material changes in the index or our cost of fuel can positively or negatively impact our revenue and operating income versus prior periods as there is a lag in the Company's adjustment of base rates in response to changes in fuel

surcharge. Fuel surcharge is an accepted and important component of the overall pricing of our services to our customers. Without an industry accepted fuel surcharge program, our base pricing for our transportation services would require changes. We believe the distinction between base rates and fuel surcharge has blurred over time, and it is impractical to clearly separate all the different factors that influence the price that our customers are willing to pay. In general, under our present fuel surcharge program, we believe rising fuel costs are beneficial to us and falling fuel costs are detrimental to us, in the short term.

Operating expenses for the second quarter of 2011 increased $191.6 million or 17.9% as compared to the same period in 2010. The increase includes the effect of the absence in 2011 of a non-cash equity based compensation benefit of $81.5 million primarily related to certain 2010 awards granted to our union work force. The benefit in 2010 related to the replacement of stock appreciation rights granted to union employees with stock options as required by a labor agreement modification that we entered into in 2009. The expense reduction reflects the adjusted fair value of the replacement stock option awards which were measured as of the June 29, 2010 shareholder meeting at which time they were formally approved and replaced previously issued union stock appreciation rights. No corresponding benefit existed in the second quarter of 2011. The reduction in non-cash equity based compensation was offset by a $21.7 million increase in salaries, wages and benefits, a $63.9 million increase in operating expenses and supplies, a $20.0 million increase in purchased transportation and a $11.6 million increase in other operating expenses, which are attributable to higher volumes and higher fuel prices.

The increase in salaries, wages and benefits in the second quarter of 2011 as compared to the same period in 2010 is largely due to higher shipment related wages in the current year as we reacted to increased volumes and contractual wage increases. The increase in operating expenses and supplies is largely a result of higher fuel expenses of $49.2 million or 46.2% and vehicle and facility maintenance of $9.1 million or 17.7%.

Our consolidated operating loss during the second quarter of 2011 includes a $7.3 million net gain from the sale of property and equipment including fair value adjustments for property and equipment held for sale compared to a $2.2 million net gain for the same period in 2010.

Nonoperating expenses decreased $7.0 million in the second quarter of 2011 compared to the same period in 2010 consisting primarily of a $12.3 million impairment of our equity investment in Jiayu in the second quarter of 2010. The adjustment was recognized as the estimated fair value, using a discounted cash flow model, was less than our investment. The impairment charge was reflective of a change in revenue growth assumptions in the fair value model for this investment. Offsetting this decrease was the impact of a net foreign exchange gain of $1.3 million for the three months ended June 30, 2011 versus a gain of $7.2 million for the same period in 2010 of which approximately $5.5 million relates to the recognition of the foreign currency translation adjustment from the dissolution of a certain wholly owned subsidiary in the second quarter of 2010.

Our effective tax rate for continuing operations for the three months ended June 30, 2011 and 2010 was 5.7% and 17.7%, respectively. Significant items impacting the 2011 rate include a state tax benefit, certain permanent items and an increase in the valuation allowance established for the net deferred tax asset balance projected for December 31, 2011. We recognize valuation allowances on deferred tax assets if, based on the weight of the evidence, we believe that some or all of our deferred tax assets will not be realized. Changes in valuation allowances are included in our tax provision in the period of change. In determining whether a valuation allowance is warranted, we evaluate factors such as prior years' earnings history, expected future earnings, loss carry-back and carry-forward periods, reversals of existing deferred tax liabilities and tax planning strategies that potentially enhance the likelihood of the realization of a deferred tax asset.

We do not expect the results of the July 22, 2011 restructuring transaction to have a material impact on the tax benefit or the balance of the current or deferred income taxes because their initial tax impact is fully offset by the related change in valuation allowance for deferred tax assets. However, the future utilization of our net operating loss carry-forwards will be limited as a result of the significant change in ownership resulting from the restructuring.

Six months ended June 30, 2011 compared to six months ended June 30, 2010

Our consolidated operating revenue increased 13.0% during the six months ended June 30, 2011 versus the same period in 2010 due to increased revenue from our National Transportation and Regional Transportation segments. This increase is attributed to both increases in volume over the comparable prior year period and increases in yield or pricing. Our volume increases are primarily attributed to a moderately improving economic environment as well as the return of customer business that had previously been diverted to other carriers. The improvement in yield is due to increased fuel surcharge revenue resulting from higher diesel fuel costs as well as a more disciplined industry pricing market.

Operating expenses for the first half of 2011 increased $162.1 million or 7.1% as compared to the same period in 2010 primarily related to a $103.7 million increase in operating expenses and supplies, a $51.4 million increase in salaries, wages and benefits, a $45.5 million increase in purchased transportation which are attributable to increasing volumes and higher fuel prices. The reduction

was offset by a reduction in equity based compensation expense of $29.0 million related to certain 2010 awards granted to our union work force and a $3.9 million decrease in depreciation and amortization.

The increase in salaries, wages and benefits in the first half of 2011 as compared to the same period in 2010 is largely due to higher shipment related wages in the current year as we reacted to increased volumes and contractual wage increases. The increase in operating expenses and supplies is a result of higher fuel expenses of $87.0 million or 42.4% and vehicle and facility maintenance of $16.4 million or 15.6%.

Consolidated operating loss for the six months ended June 30, 2010 included non-cash impairment charges of $5.3 million representing a reduction in the trade name values attributed to YRC Reimer (a part of the National Transportation segment) and New Penn (a part of the Regional Transportation segment). The impairment charge was reflective of a change in revenue growth assumptions in the fair value model. There are no such impairment charges during the six months ended June 30, 2011.

Our consolidated operating loss during the first half of 2011 includes a $10.2 million net gain from the sale of property and equipment including fair value adjustments for property and equipment held for sale compared to a $6.6 million net loss for the same period in 2010.

Nonoperating expenses decreased $11.0 million in the first half of 2011 compared to the same period in 2010 consisting primarily of a $12.3 million impairment of our equity investment in Jiayu in the second quarter of 2010. The adjustment was required as the estimated fair value, using a discounted cash flow model, was less than our investment. The impairment charge is reflective of a change in revenue growth assumptions in the fair value model. Offsetting the impairment in Jiayu is the impact of a net foreign exchange gain of $2.1 million for the six months ended June 30, 2011 versus a gain of $7.2 million for the same period in 2010 of which approximately $5.5 million relates to the recognition of the foreign currency translation adjustment from the dissolution of a certain wholly owned subsidiary.

Our effective tax rate for continuing operations for the six months ended March 31, 2011 and 2010 was 4.7% and 2.1%, respectively. Significant items impacting the 2011 rate include a state tax benefit, certain permanent items and an increase in the valuation allowance established for the net deferred tax asset balance projected for December 31, 2011. We recognize valuation allowances on deferred tax assets if, based on the weight of the evidence, we believe that some or all of our deferred tax assets will not be realized. Changes in valuation allowances are included in our tax provision in the period of change. In determining whether a valuation allowance is warranted, we evaluate factors such as prior years' earnings history, expected future earnings, loss carry-back and carry-forward periods, reversals of existing deferred tax liabilities and tax planning strategies that potentially enhance the likelihood of the realization of a deferred tax asset.

We do not expect the results of the July 22, 2011 restructuring transaction to have a material impact on the tax benefit or the balance of the current or deferred income taxes because their initial tax impact is fully offset by the related change in valuation allowance for deferred tax assets. However, the future utilization of our net operating loss carry-forwards will be limited as a result of the significant change in ownership resulting from the restructuring.

National Transportation Results

National Transportation represented approximately 66% of our consolidated revenue in the second quarter of 2011 and 2010 and approximately 66% and 67% of our consolidated revenue in the six months ended June 30, 2011 and 2010, respectively.

The table below provides summary financial information for National Transportation for the three and six months ended June 30:

	Three Months			Six Months		
(in millions)	2011	2010	Percent Change	2011	2010	Percent Change
Operating revenue	$826.9	$741.6	11.5%	$1,557.0	$1,404.7	10.8%
Operating income (loss)	7.0	40.4	(82.7%)	(44.3)	(135.1)	67.2%
Operating ratio[a]	99.2%	94.6%	4.6pp [b]	102.8%	109.6%	(6.8pp) [b]

(a) Operating ratio is calculated as (i) 100 percent (ii) minus the result of dividing adjusted operating income by operating revenue or (iii) plus the result of dividing adjusted operating loss by operating revenue and expressed as a percentage.
(b) Percentage points.

Three months ended June 30, 2011 compared to three months ended June 30, 2010

National Transportation reported second quarter 2011 operating revenue of $826.9 million, representing an increase of $85.3 million or 11.5% from the second quarter of 2010. The two primary components of operating revenue are volume, comprised of the number of shipments and weight per shipment, and price or yield, usually evaluated on a per hundredweight basis. The increase in operating revenue was largely driven by a 6.2% increase in total picked-up tonnage per day and a 6.0% increase in revenue per hundredweight resulting mostly from higher fuel surcharge revenue, which was driven by higher diesel prices in 2011 as compared to the same period in 2010 as well as a more disciplined industry pricing market. The increase in picked-up tonnage per day was primarily due to a 7.1% increase in total shipments per day offset by a 0.9% decrease in weight per shipment. Our volume increases are primarily attributed to a moderately improving economic environment as well as the return of customer business that had previously been diverted to other carriers.

Operating income for National Transportation was $7.0 million in the second quarter of 2011 compared to operating income of $40.4 million in the same period in 2010. Revenue was higher by $85.3 million while total operating expenses increased by $118.7 million which includes the impact of a non-cash equity based compensation benefit of $64.3 million in the second quarter of 2010. Absent the equity based compensation benefit, operating income improved $30.9 million or 129.3% in the second quarter 2011 over the same period in 2010. Expense increases consisted primarily of higher salaries, wages and benefits (including equity based compensation benefit) of $80.6 million, higher operating expenses and supplies of $27.7 million, higher purchased transportation costs of $10.8 million and higher other operating expenses of $3.4 million.

The increase in salaries, wages and employees' benefits of $80.6 million during the second quarter of 2011 is primarily the result of the above noted equity based compensation benefit of $64.3 million in the second quarter of 2010. The benefit related to the replacement of stock appreciation rights granted to union employees with stock options as required by a labor agreement modification that we entered into in 2009. The expense reduction reflects the adjusted fair value of the replacement stock option awards which were measured as of the June 29, 2010 shareholder meeting at which time they were formally approved and replaced previously issued union stock appreciation rights. No corresponding benefit existed in the second quarter of 2011. Absent the equity based compensation benefit, salaries, wages, and employee's benefits increased $16.3 million or 4.1% compared to the first quarter of 2010. The increase was primarily the result of a $13.5 million increase in benefits during the second quarter of 2011 compared to the comparable prior year period resulting from the resumption of union pension contributions in June 2011, higher costs associated with the contractual health and welfare benefit increase realized in August 2010, increased state unemployment taxes, and a $1.8 million increase in non-union pension expense resulting from the impact of lower interest rates and incurred plan losses during the prior year. Workers' compensation expense (included in salaries, wages and benefits in the statement of operations) decreased $3.5 million or 11.4% which is reflective of additional expenses in 2010 related to unfavorable development of prior years self-insured claims.

Operating expenses and supplies were higher due mostly to increases in fuel costs associated with higher diesel prices and increased volumes in the second quarter of 2011 compared to the same period in 2010.

The increase in purchased transportation during the second quarter of 2011 versus the comparable prior year period resulted primarily from increased volumes and increased fuel costs associated with higher diesel prices in the second quarter of 2011 compared to the same period of 2010. Rail costs increased 37.7% due to increased volume and fuel surcharges compared to the prior year period while other purchased transportation costs decreased 10.7% due primarily to reduced use of services from our Truckload segment as we restructured to accommodate certain line haul miles internally.

Other operating expenses were higher mostly due to increased cargo claims expense of $4.0 million due to increased volume and favorable claim development recorded in the second quarter of 2010 offset by lower depreciation of $1.8 million.

Gains on property disposals of $6.5 million in the second quarter of 2011 compared to $2.6 million in the second quarter of 2010.

Six months ended June 30, 2011 compared to six months ended June 30, 2010

National Transportation reported operating revenue of $1,557.0 million in the first half of 2011, representing an increase of $152.3 million or 10.8% from the first half of 2010. The two primary components of operating revenue are volume, comprised of the number of shipments and weight per shipment, and price or yield, usually evaluated on a per hundredweight basis. The increase in operating revenue was largely driven by a 7.0% increase in total picked-up tonnage per day and a 4.0% increase in revenue per hundredweight resulting mostly from higher fuel surcharge revenue, which was driven by higher diesel prices in 2011 as compared to the same period in 2010 as well as a more disciplined industry pricing market. The increase in picked-up tonnage per day was primarily due to a 6.7% increase in total shipments per day and a 0.2% increase in weight per shipment. Our volume increases are primarily attributed to a moderately improving economic environment as well as the return of customer business that had previously been diverted to other carriers.

Operating loss for National Transportation was $44.3 million in the first half of 2011 compared to an operating loss of $135.1 million in the same period in 2010. Revenue was higher by $152.3 million while total costs increased by $61.5 million. The cost increases consisted primarily of higher salaries, wages and benefits of $14.7 million, higher operating expenses and supplies of $40.2 million, higher purchased transportation costs of $20.6 million offset by lower other operating expenses of $2.5 million.

The increase in salaries, wages and employees' benefits of $14.7 million during the first half of 2011 is primarily the result of higher shipment related volume based wages as we reacted to increased business volumes and contractual wage increases. In addition, benefits increased $22.0 million during the first half of 2011 compared to the comparable prior year period resulting from the resumption of pension contributions in June 2011, higher costs associated with the contractual health and welfare benefit increase realized in August 2010, increased state unemployment taxes, and a $3.5 million increase in non-union pension expense resulting from the impact of lower interest rates and incurred plan losses during the prior year. Workers' compensation expense (included in salaries, wages and benefits in the statement of operations) increased $4.0 million in the first half of 2011 compared to the prior year which is reflective of unfavorable development of prior years self-insured claims. Offsetting the increases were a 13.1% decrease in salaries in the first half of 2011 compared to 2010 and the absence of a non-cash equity based compensation expense of $18.8 million which occurred in the first half of 2010 related to equity based consideration associated with union wage and benefit reductions implemented in 2009. No corresponding expense existed in the first half of 2011.

Operating expenses and supplies were higher due mostly to increases in fuel costs associated with higher diesel prices and greater volumes in the first half of 2011 compared to the same period in 2010.

The increase in purchased transportation during the first half of 2011 versus the same period in 2010 resulted primarily from increased volumes and increased fuel costs associated with higher diesel prices in the first quarter of 2011 compared to the same period of 2010. Rail costs increased 41.6% due to increased volumes and fuel surcharges compared to the prior year period while other purchased transportation costs decreased 12.7% due primarily to reduced use of services from our Truckload segment as we restructured to accommodate certain line haul miles internally.

Other operating expenses were lower mostly due to a general liability claims expense decrease of $4.5 million related to more favorable development of claims in 2011 compared to the first half of 2010 and lower depreciation of $1.4 million offset by higher cargo claims expense of $3.1 million due to increased volume and favorable claim development recorded in the first half of 2010.

The first half of 2010 included an impairment charge of $3.3 million related to a reduction in fair value of the Reimer tradename, primarily due to a decline in future revenue assumptions. Gains on property disposals of $6.0 million in the first half of 2011 compared to losses of $2.3 million in the first half of 2010.

Regional Transportation Results

Regional Transportation represented approximately 32% and 31% of our consolidated revenue in the second quarter of 2011 and 2010, respectively, and approximately 32% and 31% in the six months ended June 30, 2011 and 2010, respectively. The table below provides summary financial information for Regional Transportation for the three and six months ended June 30:

	Three months			Six months		
(in millions)	2011	2010	Percent Change	2011	2010	Percent Change
Operating revenue	$401.7	$351.5	14.3%	$767.8	$660.6	16.2%
Operating income (loss)	14.7	24.3	(39.5%)	13.6	(12.9)	n/m [b]
Operating ratio[a]	96.3%	93.1%	3.2pp [c]	98.2%	101.9%	(3.7pp) [c]

(a) Operating ratio is calculated as (i) 100 percent (ii) minus the result of dividing adjusted operating income by operating revenue or (iii) plus the result of dividing adjusted operating loss by operating revenue and expressed as a percentage.
(b) Not meaningful.
(c) Percentage points.

Three months ended June 30, 2011 compared to three months ended June 30, 2010

Regional Transportation reported operating revenue of $401.7 million for the second quarter of 2011, representing an increase of $50.2 million, or 14.3% from the second quarter of 2010. Total weight per day was up 8.1%, representing a 4.7% increase in total shipments per day and a 3.2% higher total weight per shipment compared to 2010. Our volume increases are primarily attributed to a

moderately improving economic environment. A meaningful portion of our regional footprint is concentrated in the Upper Midwest where the recovery in the manufacturing sector has provided particularly strong growth.

Total revenue per hundredweight increased 6.5% in the second quarter of 2011 as compared to the second quarter of 2010, due to higher fuel surcharge revenue associated with higher diesel fuel prices and a more disciplined industry pricing market partially offset by the impact of a slightly higher mix of contractual business which generally has a lower yield.

Operating income for Regional Transportation was $14.7 million for the second quarter of 2011, a reduction of $9.6 million from the second quarter of 2010, consisting of a $59.8 million increase in operating expenses partially offset by a $50.2 million increase in revenue. The $59.8 million increase in operating expenses includes the impact of a non-cash equity based compensation benefit of $18.3 million recorded in the second quarter of 2010. The benefit related to the replacement of stock appreciation rights granted to union employees with stock options as required by a labor agreement modification that we entered into in 2009. The expense reduction reflects the adjusted fair value of the replacement stock option awards which were measured as of the June 29, 2010 shareholder meeting at which time they were formally approved and replaced previously issued union stock appreciation rights. No corresponding benefit existed in the second quarter of 2011. Absent the equity based benefit, operating income increased $8.7 million over the comparable prior year period. Material expense increases were in salaries, wages and employees' benefits (including equity based compensation (benefit) expense) of $29.7 million or 14.9%, operating expenses and supplies of $24.8 million or 32.2%, purchased transportation of $3.7 million or 23.3% and other operating expenses of $2.3 million or 11.9%.

Salaries, wages and employees' benefits expense increased $29.7 million as the second quarter of 2010 included the equity based compensation benefit noted above. Absent the equity based benefit, salaries, wages and benefits expense increased $11.4 million or 5.2% due to higher shipment related wages in the current year as we reacted to increased volumes and the resumption of union pension contributions in June 2011.

Operating expenses and supplies increased 32.2% reflecting a 53.4% increase in fuel costs (due to higher fuel prices and volumes) and a 5.5% increase in costs other than fuel. Costs were higher in the areas of equipment maintenance, facility maintenance, driver expenses, and tolls as a result of higher business volumes. Purchased transportation was 23.3% higher due mostly to increased business volumes and the impact of higher fuel prices. Other operating expenses were 11.9% higher, mainly due to higher fuel taxes and cargo claims costs primarily due to increased business volumes.

Losses on property disposals were $0.1 million in the second quarter of 2011 compared to a loss of $0.5 million in the second quarter of 2010.

Six months ended June 30, 2011 compared to six months ended June 30, 2010

Regional Transportation reported operating revenue of $767.8 million for the first half of 2011, representing an increase of $107.2 million, or 16.2% from the first half of 2010. Total weight per day was up 11.9%, representing a 7.1% increase in total shipments per day and a 4.4% higher total weight per shipment compared to 2010. Our volume increases are primarily attributed to a moderately improving economic environment. A meaningful portion of our regional footprint is concentrated in the Upper Midwest where the recovery in the manufacturing sector has provided particular strong growth.

Total revenue per hundredweight increased 4.1% in the first half of 2011 as compared to the first half of 2010, due to higher fuel surcharge revenue associated with higher diesel fuel prices and a more disciplined industry pricing market partially offset by the impact of a slightly higher mix of contractual business which generally has a lower yield.

Operating income for Regional Transportation was $13.6 million for the first half of 2011, an improvement of $26.5 million from the first half of 2010, consisting of a $107.2 million increase in revenue partially offset by an $80.7 million increase in operating expenses. Material expense increases were in operating expenses and supplies of $46.4 million or 30.9%, purchased transportation of $7.4 million or 25.1%, other operating expenses of $10.3 million or 31.3%, and salaries, wages and employees' benefits (including equity based compensation expense) of $27.4 million or 6.5%.

Salaries, wages and employees' benefits expense (including equity based compensation expense) increased $27.4 million or 6.5% as the first half of 2010 included a non-cash equity based compensation expense of $6.1 million. The charge related to equity based consideration provided to union employees in relation to wage and benefit reductions implemented in 2009. No corresponding charge existed in 2011. Absent the equity based charge, salaries, wages and benefits expense increased $33.5 million or 8.0% due primarily to higher shipment related wages in the current year as we reacted to greater volumes and contractual wage increases. Additionally benefits increased $2.3 million due to the resumption of pension contributions in June 2011.

Operating expenses and supplies increased 30.9% reflecting a 51.2% increase in fuel costs (due to higher fuel prices and volumes) and a 5.0% increase in costs other than fuel. Costs were higher in the areas of equipment maintenance, facility maintenance, driver expenses, tolls and bad debt expense as a result of increased business volumes. Purchased transportation was 25.1% higher due mostly to increased business volumes and the impact of higher fuel prices. Other operating expenses were 31.3% higher, mainly due to a higher provision for general liability claims due to unfavorable claim development factors as well as increased volume. Additionally, fuel taxes and cargo claims costs were higher primarily due to increased business volumes.

Gains on property disposals were $3.4 million in the first half of 2011 compared to a loss of $4.1 million in the first quarter of 2010. The first quarter of 2010 operating loss included an impairment charge of $2.0 million related to a reduction in fair value of the New Penn trade name, primarily due to a decline in future revenue assumptions.

YRC Truckload Results

YRC Truckload represented approximately 2% of our consolidated revenue in the second quarter of 2011 and 2010, and approximately 2% for the six months ended June 30, 2011 and 2010. The table below provides summary financial information for Truckload for the three and six months ended June 30:

	Three Months			Six Months		
(in millions)	2011	2010	Percent Change	2011	2010	Percent Change
Operating revenue	$ 25.5	$ 28.3	(9.6%)	$ 50.7	$ 55.1	(7.9%)
Operating loss	(3.7)	(1.9)	(94.7%)	(7.6)	(4.8)	(58.3%)
Operating ratio[(a)]	114.7%	106.7%	8.0pp [(b)]	115.0%	108.7%	6.3pp [(b)]

(a) Operating ratio is calculated as (i) 100 percent (ii) minus the result of dividing adjusted operating income by operating revenue or (iii) plus the result of dividing adjusted operating loss by operating revenue and expressed as a percentage.
(b) Percentage points.

Three months ended June 30, 2011 compared to three months ended June 30, 2010

Truckload reported operating revenue of $25.5 million for the second quarter of 2011, representing a decrease of $2.8 million or 9.6% from the second quarter of 2010. The two primary components of truckload operating revenue are volume, comprised of the miles driven, and price, usually evaluated on a revenue per mile basis. Total miles driven per day were down 24.2% in the second quarter of 2011 as compared to 2010 due primarily to reduced use of Truckload services by our National Transportation group as they restructured to accommodate certain line haul miles internally. Revenue per mile was up 19.4%, due primarily to higher fuel surcharge revenue associated with higher diesel fuel prices.

Operating loss for Truckload was $3.7 million for the second quarter of 2011, as compared to an operating loss of $1.9 million for the second quarter of 2010, consisting of a $2.8 million decrease in revenue offset by a $1.0 million decrease in operating expenses. Expense increases were primarily in the areas of fuel costs (higher diesel prices), higher vehicle maintenance costs and purchased transportation. Expense decreases were primarily related to lower salaries, wages and related benefits costs as a result of lower employee levels and lower shipping volumes.

Six months ended June 30, 2011 compared to six months ended June 30, 2010

Truckload reported operating revenue of $50.7 million for the first half of 2011, representing a decrease of $4.4 million or 7.9% from the first half of 2010. The two primary components of truckload operating revenue are volume, comprised of the miles driven, and price, usually evaluated on a revenue per mile basis. Total miles driven per day were down 21.6% in the first half of 2011 as compared to 2010 due primarily to reduced use of Truckload services by our National Transportation group as they restructured to accommodate certain line haul miles internally. Revenue per mile was up 17.0%, due primarily to higher fuel surcharge revenue associated with higher diesel fuel prices.

Operating loss for Truckload was $7.6 million for the first half of 2011, as compared to an operating loss of $4.8 million for the first half of 2010, consisting of a $4.4 million decrease in revenue offset by a $1.6 million decrease in operating expenses. Expense increases were primarily in the areas of fuel costs (higher diesel prices), higher vehicle maintenance costs and purchased transportation. Expense decreases were primarily related to lower salaries, wages and related benefits costs as a result of lower employee levels and lower shipping volumes.

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Certain Non-GAAP Financial Measures

Our adjusted EBITDA improved from $39.2 million for the three months ended June 30, 2010 to $63.2 million for the three months ended June 30, 2011. We have included the reconciliation of consolidated adjusted EBITDA below and provided the adjusted EBITDA amounts by segment.

Adjusted operating income (loss) is a non-GAAP measure that reflects the company's operating income before letter of credit fees, certain union employee equity-based compensation expense, net gains or losses on property disposals, and certain other items including restructuring professional fees and results of permitted dispositions. Adjusted EBITDA is a non-GAAP measure that reflects the company's earnings before interest, taxes, depreciation, and amortization expense, and further adjusted for letter of credit fees, equity-based compensation expense, net gains or losses on property disposals and certain other items, including restructuring professional fees and results of permitted dispositions and discontinued operations as defined in the company's amended credit agreement. Adjusted EBITDA, and adjusted operating income (loss) are used for internal management purposes as a financial measure that reflects the company's core operating performance. In addition, management uses adjusted EBITDA to measure compliance with financial covenants in the company's amended credit agreement. However, these financial measures should not be construed as a better measurement than operating income, operating cash flow or earnings per share, as defined by generally accepted accounting principles.

Adjusted operating income (loss) and adjusted EBITDA have the following limitations:

- Adjusted operating income (loss) and Adjusted EBITDA do not reflect the interest expense or the cash requirements necessary to fund restructuring professional fees, letter of credit fees, service interest or principal payments on our outstanding debt;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and adjusted EBITDA does not reflect any cash requirements for such replacements;
- Equity based compensation is an element of our long-term incentive compensation package, although adjusted operating income (loss) and adjusted EBITDA exclude either certain union employee equity-based compensation expense or all of it as an expense, respectively, when presenting our ongoing operating performance for a particular period; and
- Other companies in our industry may calculate adjusted operating income (loss) and adjusted EBITDA differently than we do, limiting its usefulness as a comparative measure.

Because of these limitations, adjusted operating income (loss) and adjusted EBITDA should not be considered a substitute for performance measures calculated in accordance with GAAP. We compensate for these limitations by relying primarily on our GAAP results and using adjusted operating income (loss) and adjusted EBITDA as a secondary measure.

Our consolidated adjusted operating ratio of 98.9% for the three months ended June 30, 2011 improved 2.8 percentage points compared to the same period in 2010 and for the six months ended June 30, 2011 improved 3.6 percentage points compared to the same period in 2010.

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The reconciliation of operating income (loss) to adjusted operating income (loss) and adjusted EBITDA, including adjusted operating ratio, for the three months and six months ended June 30 is as follows:

(in millions)	Three months 2011	Three months 2010	Six months 2011	Six months 2010
Operating revenue	$1,257.2	$1,119.1	$2,380.1	$2,106.2
Adjusted operating ratio [a]	98.9%	101.7%	101.6%	105.2%
Reconciliation of operating income (loss) to adjusted EBITDA:				
Operating income (loss)	$ (5.2)	$ 48.3	$ (73.1)	$ (184.9)
(Gains) losses on property disposals, net	(7.3)	(2.2)	(10.3)	6.6
Impairment charges	—	—	—	5.3
Union equity awards	—	(83.0)	—	25.0
Letter of credit expense	8.1	8.3	16.3	16.6
Restructuring professional fees, included in operating income (loss) [b]	17.0	9.3	25.4	21.5
Permitted dispositions and other	1.0	—	3.2	—
Adjusted operating income (loss)	13.6	(19.3)	(38.5)	(109.9)
Depreciation & amortization	47.6	50.1	96.8	100.7
Other equity based compensation (benefit) expense	0.4	1.4	(0.6)	3.3
Restructuring professional fees, included in nonoperating income [b]	1.2	0.2	1.7	0.4
Reimer Finance Co. dissolution (foreign exchange)	—	5.5	—	5.5
Other nonoperating, net	0.4	1.3	0.9	0.6
Adjusted EBITDA	$ 63.2	$ 39.2	$ 60.3	$ 0.6

(a) Adjusted operating ratio, is calculated as (i) 100 percent (ii) minus the result of dividing adjusted operating income by operating revenue or (iii) plus the result of dividing adjusted operating loss by operating revenue and expressed as a percentage.

(b) Adjusted EBITDA and adjusted operating income (loss) are presented inclusive of the add-back of all restructuring professional fees for all periods presented, without regard to the terms of the Credit Agreement in effect for the respective periods. Had the company followed the definition of Adjusted EBITDA that was in place within the Credit Agreement prior to elimination of the covenant, (i) the portion of restructuring professional fees that would be added back in determining Adjusted EBITDA for the three and six months ended June 30, 2011 would have been limited by approximately $16.9 million and $23.8 million, respectively and (ii) no restructuring professional fees would have been added back in determining Adjusted EBITDA for the first quarter of 2010.

The following represents adjusted EBITDA by segment for the three and six months ended June 30:

(in millions)	Three months 2011	Three months 2010	Six months 2011	Six months 2010
Adjusted EBITDA by segment:				
YRC National Transportation	$31.9	$13.5	$15.9	$(37.3)
Regional Transportation	31.8	23.9	44.0	34.7
Truckload	(1.3)	—	(2.9)	—
Corporate and other	0.8	1.8	3.3	3.2
Adjusted EBITDA	$63.2	$39.2	$60.3	$ 0.6

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The reconciliation of operating income (loss), by segment, to adjusted operating income (loss) and adjusted EBITDA, including adjusted operating ratio, for the three and six months ended June 30 is as follows:

YRC National segment

	Three months		Six months	
(in millions)	2011	2010	2011	2010
Operating revenue	$826.9	$741.6	$1,557.0	$1,404.7
Adjusted operating ratio [(a)]	99.2%	102.7%	102.4%	107.0%
Reconciliation of operating income (loss) to adjusted EBITDA:				
Operating income (loss)	$ 7.0	$ 40.4	$ (44.3)	$ (135.1)
(Gains) losses on property disposals, net	(6.5)	(2.6)	(6.0)	2.3
Impairment charges	—	—	—	3.3
Union equity awards	—	(64.3)	—	18.8
Letter of credit expense	6.4	6.4	12.8	12.9
Adjusted operating income (loss)	6.9	(20.1)	(37.5)	(97.8)
Depreciation and amortization	25.0	26.9	52.4	53.8
Reimer Finance Co. dissolution (foreign exchange)	—	5.5	—	5.5
Other nonoperating expenses (income), net	—	1.2	1.0	1.2
Adjusted EBITDA	$ 31.9	$ 13.5	$ 15.9	$ (37.3)

(a) Adjusted operating ratio, is calculated as (i) 100 percent (ii) minus the result of dividing adjusted operating income by operating revenue or (iii) plus the result of dividing adjusted operating loss by operating revenue and expressed as a percentage.

Regional segment

	Three months		Six months	
(in millions)	2011	2010	2011	2010
Operating revenue	$401.7	$351.5	$767.8	$660.6
Adjusted operating ratio [(a)]	95.9%	97.7%	98.3%	99.6%
Reconciliation of operating income (loss) to adjusted EBITDA:				
Operating income (loss)	$ 14.7	$ 24.3	$ 13.6	$ (12.9)
(Gains) losses on property disposals, net	0.1	0.4	(3.4)	4.1
Impairment charges	—	—	—	2.0
Union equity awards	—	(18.3)	—	6.1
Letter of credit expense	1.6	1.7	3.2	3.4
Adjusted operating income	16.4	8.1	13.4	2.7
Depreciation and amortization	15.4	15.8	30.6	32.0
Other nonoperating expenses (income), net	—	—	—	—
Adjusted EBITDA	$ 31.8	$ 23.9	$ 44.0	$ 34.7

(a) Adjusted operating ratio, is calculated as (i) 100 percent (ii) minus the result of dividing adjusted operating income by operating revenue and expressed as a percentage.

Truckload segment

	Three months		Six months	
(in millions)	2011	2010	2011	2010
Operating revenue	$ 25.5	$ 28.3	$ 50.7	$ 55.1
Adjusted operating ratio [(a)]	113.8%	107.7%	114.4%	108.1%
Reconciliation of operating loss to adjusted EBITDA:				
Operating loss	$ (3.7)	$ (1.9)	$ (7.6)	$ (4.8)
(Gains) losses on property disposals, net	0.1	—	0.1	0.1
Union equity awards	—	(0.4)	—	0.1
Letter of credit expense	0.1	0.1	0.2	0.2
Adjusted operating loss	(3.5)	(2.2)	(7.3)	(4.4)
Depreciation and amortization	2.2	2.2	4.4	4.4
Adjusted EBITDA	$ (1.3)	$ —	$ (2.9)	$ —

(a) Adjusted operating ratio, is calculated as (i) 100 percent (ii) plus the result of dividing adjusted operating loss by operating revenue and expressed as a percentage.

Corporate and other segment

(in millions)	Three months 2011	Three months 2010	Six months 2011	Six months 2010
Reconciliation of operating loss to adjusted EBITDA:				
Operating loss	$(23.2)	$(14.5)	$(34.8)	$(32.1)
(Gains) losses on property disposals, net	(1.0)	—	(1.0)	0.1
Letter of credit expense	—	0.1	0.1	0.1
Restructuring professional fees, included in operating loss	17.0	9.3	25.4	21.5
Permitted dispositions and other	1.0	—	3.2	—
Adjusted operating loss	(6.2)	(5.1)	(7.1)	(10.4)
Depreciation and amortization	5.0	5.2	9.4	10.5
Other Equity based compensation expense	0.4	1.4	(0.6)	3.3
Restructuring professional fees, included in nonoperating income	1.2	0.2	1.7	0.4
Other nonoperating expenses (income), net	0.4	0.1	(0.1)	(0.6)
Adjusted EBITDA	$ 0.8	$ 1.8	$ 3.3	$ 3.2

Financial Condition

Liquidity

The Restructuring

On July 22, 2011, we completed our previously disclosed financial restructuring, including an exchange offer, whereby we refinanced the claims held by our lenders under our existing credit agreement, dated as of August 17, 2007, with JPMorgan Chase Bank, National Association, as administrative agent and the certain financial institutions party thereto as lenders (the "Credit Agreement") and entered into other significant financing arrangements (collectively the "restructuring"). In connection with the completion of the restructuring, we issued approximately 3,717,948 shares of our new Series B Convertible Preferred Stock, par value $1.00 per share (the "Series B Preferred Stock"), $140.0 million in aggregate principal amount of our new 10% Series A Convertible Senior Secured Notes due 2015 (the "Series A Notes") and $100.0 million in aggregate principal amount of our new 10% Series B Convertible Senior Secured Notes due 2015 (the "Series B Notes") to our lenders. We also entered into an amended and restated credit agreement, a new asset-based loan facility and an amended and restated contribution deferral agreement with certain multiemployer pension funds, as further described below. On July 22, 2011, the Company also delivered into escrow approximately 1,282,051 shares of our Series B Preferred Stock, which were delivered from escrow on July 25, 2011 to the Teamster-National 401(k) Savings Plan for the benefit of the Company's International Brotherhood of Teamsters ("IBT") employees. We also issued one share of our new Series A Voting Preferred Stock, par value $1.00 per share (the "Series A Voting Preferred Stock"), to the IBT to confer certain board representation rights.

In connection with the closing of the restructuring, obligations under that certain Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008 (as amended, the "ABS facility"), among us as Performance Guarantor, Yellow Roadway Receivables Funding Corporation ("YRRFC") 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; Wells Fargo Bank, N.A. (successor to Wachovia Bank, National Association), as Wells Fargo Agent and LC Issuer, SunTrust Robinson Humphrey, Inc., as Three Pillars Agent; The Royal Bank of Scotland plc (successor to ABN AMRO Bank N.V.), as Amsterdam Agent; and JPMorgan Chase Bank, N.A., as Falcon Agent and Administrative Agent were paid in full and the ABS Facility was terminated and we cash collateralized the letters of credit (see "Standby Letter of Credit Agreement" below).

Pursuant to the terms of a support agreement (the "TNFINC Support Agreement") with the Teamsters National Freight Industry Negotiating Committee ("TNFINC") of the IBT, dated as of April 29, 2011, as a result of the completion of the restructuring, TNFINC has waived its right to terminate, and agrees not to further modify, that certain Agreement for the Restructuring of the YRC Worldwide Inc. Operating Companies, dated as of September 24, 2010 (as amended, the "2010 MOU") such that the collective bargaining agreement will be fully binding on the parties thereto until its specified term as of March 31, 2015.

We have filed a preliminary proxy statement with the SEC in connection with a special meeting of our stockholders to approve the merger of a wholly owned subsidiary of the Company with and into the Company with the Company as the surviving entity (the "Charter Amendment Merger"). In connection with the Charter Amendment Merger, we will amend and restate our certificate of incorporation to increase the amount of authorized shares of common stock to a sufficient number to (i) permit the automatic conversion of the shares of Series B Preferred Stock issued in the restructuring into shares of our common stock at an initial conversion rate of 372.6222 common shares per preferred share, (ii) provide sufficient authorized common shares for conversion of the Series A Notes and the Series B Notes

into our common stock at an initial conversion rate of 8,822 common shares per $1,000 of the Series A Notes and 16,187 common shares per $1,000 of the Series B Notes and (iii) provide sufficient authorized shares for a new equity incentive plan and future equity issuances.

The table below summarizes the cash flow activity as it relates to the restructuring as of July 22, 2011.

(in millions)

Sources of Funds		Uses of Funds	
Issuance of Series B Notes	100.0	Retirement of ABS facility borrowings	164.2
Borrowings on the ABL Facility	255.0	Collateralization of letters-of-credit under the ABS facility	64.7
Additional Borrowings under the revolving credit facility	18.5	Estimated fees, expenses and original issue discount of restructuring	57.0
Company cash	2.4	Restricted cash deposited in escrow	90.0
Total sources of funds	$375.9	**Total uses of funds**	$375.9

As of July 31, 2011, the Company's cash and cash equivalents and availability under the ABL facility was approximately $286 million and on the Company's $400 million ABL facility its borrowing based was approximately $380 million.

CREDIT FACILITIES

Upon completing the financial restructuring, we now have two primary credit vehicles:

- the amended and restated credit agreement, and
- an asset-backed lending facility.

The amended and restated credit agreement and the asset-backed lending facility are collectively referred to herein as the "credit facilities".

Bank Group Credit Agreement

On July 22, 2011, we, as borrower, entered into an amended and restated credit agreement (the "Bank Group Credit Agreement") with JPMorgan Chase Bank, National Association, as administrative agent and the certain financial institutions party thereto as lenders, which partially refinanced the existing Credit Agreement with an approximately $307.4 million in aggregate principal amount term loan and the approximate $437.0 million of issued but undrawn and outstanding letters of credit. No amounts under the term loan, once repaid, may be reborrowed. New letters of credit may be issued in substitution or replacement of the rollover letters of credit for the same or a substantially similar purpose substantially concurrently with (and in any event within twenty days of) such substitution or replacement. The Bank Group Credit Agreement also waived the outstanding Milestone Failure (as defined in the Credit Agreement) under the Credit Agreement.

— Maturity and Amortization

The maturity of the term loan and, subject to the ability to replace or substitute letters of credit, letters of credit, will be March 31, 2015. The term loan will not amortize.

— Interest and Fees

The term loan, at our option, will bear interest at either (x) 5.50% in excess of the alternate base rate (i.e., the greater of the prime rate and the federal funds effective rate in effect on such day plus 1/2 of 1%) in effect from time to time, or (y) 6.50% in excess of the London interbank offer rate (adjusted for maximum reserves). The London interbank offer rate will be subject to a floor of 3.50% and the alternate base rate will subject to a floor of the then-applicable London interbank offer rate plus 1.0%. The stated interest rate applicable on the July 22, 2011 closing date was 10%.

Issued but undrawn letters of credit are subject to a participation fee equal to 7.50% of the average daily amount of letter of credit exposure. Any commitment available to be used to issue letters of credit will be subject to a commitment fee of 7.50% of the average daily unused commitment. Letters of credit will be subject to a 1% fronting fee or as mutually agreed between the Company and the applicable issuing bank.

Upon a payment event of default, at the election of the required lenders, or automatically following the occurrence of a bankruptcy event of default, the then-applicable interest rate on any outstanding obligations under the Bank Group Credit Agreement will be increased by 2.0%.

— Guarantors

All our obligations under the Bank Group Credit Agreement are unconditionally guaranteed by our U.S. subsidiaries (other than the ABL Borrower (as defined below) or (for one year and two days following the closing) the existing special purpose subsidiary that was a borrower under our ABS facility) (collectively, the "Guarantors").

— Collateral

The collateral securing the obligations under the Bank Group Credit Agreement and guarantees entered into pursuant thereto is substantially similar to the collateral securing the existing Credit Agreement, which includes the following (subject to certain customary exceptions):

- all shares of capital stock of (or other ownership equity interests in) and intercompany debt owned by the Company and each present and future Guarantor; and
- substantially all present and future property and assets of the Company or each Guarantor, except to the extent a security interest would result in a breach, termination or default by the terms of the collateral being granted.

The administrative agent will retain the ability to require a pledge of foreign assets.

The liens on the collateral securing the obligations under the Bank Group Credit Agreement and guarantees entered into pursuant thereto will be junior to:

- the liens securing the obligations under the Contribution Deferral Agreement solely with respect to certain parcels of owned real property on which the pension funds have a senior lien; and
- certain other customary permitted liens.

— Mandatory Prepayments

The Bank Group Credit Agreement includes the following mandatory prepayments (none of which shall be subject to a reinvestment right except as set forth below):

- 75% of the net cash proceeds from certain asset sales (but, in any event, excluding casualty and condemnation events and certain other customary exceptions), except that no prepayment will be required with respect to up to $10 million of net cash proceeds from non real estate asset sales in any fiscal year to the extent reinvested in assets useful to the business;
- 50% of excess cash flow swept on an annual basis;
- 50% of net cash proceeds from equity issuances (subject to certain exceptions, including equity issuances to finance capital expenditures); and
- 100% of cash proceeds from debt issuances that are not permitted by the Bank Group Credit Agreement.

— Covenants

The Bank Group Credit Agreement requires us and our subsidiaries to comply with customary affirmative, negative and financial covenants. Set forth below is a brief description of such covenants:

- The affirmative covenants include the following: (i) delivery of financial statements and other customary financial information; (ii) notices of events of default and other material events; (iii) maintenance of existence, ability to conduct business, properties, insurance and books and records; (iv) payment of certain obligations; (v) inspection rights; (vi) compliance with laws; (vii) use of proceeds; (viii) further assurances; (ix) additional collateral and guarantor requirements; and (x) quarterly conference calls.
- The negative covenants include limitations on: (i) liens; (ii) debt (including guaranties); (iii) fundamental changes; (iv) dispositions (including sale leasebacks); (v) affiliate transactions; (vi) restrictive agreements; (vii) restricted payments; (viii) voluntary prepayments of debt; and (ix) amendments to certain material agreements.
- The financial covenants include maintenance of the following (each as defined in the Bank Group Credit Agreement):

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- Maximum total leverage ratio as described below:

Four Consecutive Fiscal Quarters Ending	Maximum Total Ratio
March 31, 2012	9.00 to 1.00
June 30, 2012	9.30 to 1.00
September 30, 2012	7.00 to 1.00
December 31, 2012	5.90 to 1.00
March 31, 2013	5.30 to 1.00
June 30, 2013	4.60 to 1.00
September 30, 2013	4.00 to 1.00
December 31, 2013	3.60 to 1.00
March 31, 2014	3.30 to 1.00
June 30, 2014	3.20 to 1.00
September 30, 2014	3.00 to 1.00
December 31, 2014	3.10 to 1.00

- Minimum interest coverage ratio as described below:

Four Consecutive Fiscal Quarters Ending	Minimum Interest Coverage Ratio
March 31, 2012	1.00 to 1.00
June 30, 2012	1.10 to 1.00
September 30, 2012	1.40 to 1.00
December 31, 2012	1.70 to 1.00
March 31, 2013	1.80 to 1.00
June 30, 2013	2.20 to 1.00
September 30, 2013	2.50 to 1.00
December 31, 2013	2.80 to 1.00
March 31, 2014	3.00 to 1.00
June 30, 2014	3.20 to 1.00
September 30, 2014	3.30 to 1.00
December 31, 2014	3.30 to 1.00

- Minimum available cash, which includes unrestricted cash in which the administrative agent has a perfected first priority lien and the available commitment under the ABL facility (as defined below), of $50,000,000 at all times (subject to a cure period).
- Minimum EBITDA as described below:

Four Consecutive Fiscal Quarters Ending	Minimum Consolidated EBITDA	
September 30, 2011	$	125,000,000
December 31, 2011	$	125,000,000
March 31, 2012	$	160,000,000
June 30, 2012	$	160,000,000
September 30, 2012	$	210,000,000
December 31, 2012	$	250,000,000
March 31, 2013	$	275,000,000
June 30, 2013	$	325,000,000
September 30, 2013	$	370,000,000
December 31, 2013	$	415,000,000
March 31, 2014	$	450,000,000
June 30, 2014	$	475,000,000
September 30, 2014	$	495,000,000
December 31, 2014	$	495,000,000

- Maximum capital expenditures covenant as described below, which is subject to a 50% carry-forward of unused amounts to the immediately succeeding fiscal year and use of the available basket amount:

Period	Maximum Capital Expenditures
For the two consecutive fiscal quarters ending December 31, 2011	$ 90,000,000
For the four consecutive fiscal quarters ending December 31, 2012	$ 200,000,000
For the four consecutive fiscal quarters ending December 31, 2013	$ 250,000,000
For the four consecutive fiscal quarters ending December 31, 2014	$ 355,000,000
For the fiscal quarter ending March 31, 2015	$ 90,000,000

— Events of Default

The Bank Group Credit Agreement contains customary events of default, including: (a) non-payment of obligations (subject to a three business day grace period in the case of interest and fees); (b) breach of representations, warranties and covenants (subject to a thirty-day grace period in the case of certain affirmative covenants); (c) bankruptcy (voluntary or involuntary); (d) inability to pay debts as they become due; (e) cross default to material indebtedness; (f) ERISA events; (g) change in control; (h) invalidity of liens; (i) cross acceleration to material leases; (j) invalidity or illegality of the collective bargaining agreement with the IBT, and (k) failure to maintain certain amounts of additional available cash commencing August 23, 2013.

ABL Facility

On July 22, 2011, YRCW Receivables LLC, a newly formed, bankruptcy remote, wholly-owned subsidiary of the Company (the “ABL Borrower”), JPMorgan Chase Bank, N.A., as administrative agent (the “ABL Administrative Agent”) and the lenders party thereto entered into a $225.0 million ABL last out term loan facility, (the “Term B Facility”) and a $175.0 million ABL first out term loan facility (the “Term A Facility,” and collectively with the Term B Facility, the “ABL facility”). The ABL facility will terminate on September 30, 2014 (the “Termination Date”).

Pursuant to the terms of the ABL facility, YRC Inc., USF Holland Inc. and USF Reddaway Inc. (each, one of our subsidiaries and each, an “Originator”) will each sell, on an ongoing basis, all accounts receivable originated by that Originator to the ABL Borrower. Under the ABL facility, we were appointed to act as initial servicer of the receivables, but we may delegate our duties to each Originator as a subservicer.

Material terms of the ABL facility include:

- the ABL facility is secured by a perfected first priority security interest in and lien (subject to permitted liens) upon all accounts receivable (and the related rights) of the ABL Borrower, together with deposit accounts into which the proceeds from such accounts receivable are remitted (collectively, the “ABL Collateral”);
- the aggregate amount available under the ABL facility is subject to a borrowing base equal to 85% of Net Eligible Receivables, plus 100% of the portion of the ABL facility that has been cash collateralized, minus reserves established by the Agent in its permitted discretion; “Net Eligible Receivables” means, as of any day, the outstanding balance of eligible receivables, and reduced by specified concentration limits and unapplied cash;
- on the closing date, the ABL Borrower drew the full Term B Facility (such loans, the “Term B Loans”) and $30.0 million under the Term A Facility (such loans, collectively with other loans incurred under the Term A Facility, the “Term A Loans”); amounts received by the ABL Borrower in connection with the closing date loans were utilized to acquire receivables from the Originators and to pay specified expenses;
- subject to certain limitations, including compliance with the borrowing base, the ABL Borrower shall be entitled to request additional Term A Loans (in an aggregate amount not to exceed $175.0 million) prior to the Termination Date;
- The ABL facility is subject to payment on the following terms:
    - loans under the ABL facility are subject to mandatory prepayment in connection with a borrowing base shortfall or loans in excess of the applicable commitment; any mandatory prepayments will be applied to cash collateralize the loans under the ABL facility; provided that any such cash collateral shall be released to the extent any such shortfall is reduced or eliminated;
    - borrowings under the Term B Facility are payable in equal quarterly amounts equal to 1% per annum, with the remaining balance payable on the Termination Date;
    - subject to specified exceptions, loans under the Term B Facility may be voluntarily prepaid only upon the termination of commitments under the Term A Facility and payment in full of all Term A Loans thereunder;

- loans under the Term A Facility and the commitments in respect thereof (i) may not be prepaid and or terminated on or prior to the first anniversary of the closing date and (ii) shall be subject to a 1% prepayment premium after the first anniversary but on or prior to the second anniversary of the closing date;
- interest on outstanding borrowings is payable at a rate per annum equal to the reserve adjusted LIBOR rate (which is the greater of the adjusted LIBOR rate and 1.50%) or the "ABR Rate" (which is the greatest of the applicable prime rate, the federal funds rate plus 0.5%, and the LIBOR rate plus 1.0%) plus an applicable margin, which, for Term A Loans, will equal 7.00% for LIBOR rate advances and 6.00% for ABR Rate advances, and for Term B Loans, will equal 9.75% for LIBOR rate advances and 8.75% for ABR Rate advances. The stated interest rate applicable on the July 22, 2011 closing date was 8.5% for Term A Loans and 11.25% for Term B Loans;
- during the continuance of a termination event, the interest rate on outstanding advances will be increased by 2.00% per annum above the rate otherwise applicable;
- a per annum commitment fee equal to 7.00% per annum on the average daily unused portion of the commitment in respect of the Term A Facility will be payable quarterly in arrears;
- we were required to deposit an aggregate amount equal to $90.0 million (the "Escrow Amount") into escrow accounts held by the ABL Administrative Agent, as escrow agent pursuant to an Incentive Escrow Agreement and a Delivery/Maintenance Escrow Agreement (together, the "Escrow Agreements"), we expect such amount to remain in escrow for the term of the ABL facility;
- we provided a customary, unsecured guaranty of the Originators' recourse obligations under the ABL facility;
- pursuant to the terms of a standstill agreement (the "Standstill Agreement"), certain trucks, other vehicles, rolling stock, terminals, depots or other storage facilities, in each case, whether leased or owned, are subject to a standstill period in favor of the collateral agent, the administrative agent and the other secured parties under the ABL facility for a period of 10 business days (absent any exigent circumstances arising as a result of fraud, theft, concealment, destruction, waste or abscondment) with respect to the exercise of rights and remedies by the secured parties with respect to those assets under our other material debt agreements; and
- the ABL facility contains certain customary affirmative and negative covenants and "Termination Events," including, without limitation, specified minimum consolidated EBITDA, unrestricted cash and capital expenditure trigger events (that are consistent with the Credit Agreement), and certain customary provisions regarding borrowing base reporting and delivery of financial statements.

Amended and Restated Contribution Deferral Agreement

On July 22, 2011, the amendment and restatement of the contribution deferral agreement between certain of our subsidiaries and certain multiemployer pension funds (the "A&R CDA") became effective, pursuant to that certain Amendment 10 to Contribution Deferral Agreement, dated as of April 29, 2011, by and among YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc. and USF Reddaway Inc., as primary obligors (the "Primary Obligors"), the Trustees for the Central States, Southeast and Southwest Areas Pension Fund ("CS") and the other pension funds party thereto (together with CS, the "Funds"), and Wilmington Trust Company, as agent ("Agent"), by and among the Primary Obligors, the Funds and the Agent, which continues to defer pension payments and deferred interest owed as of July 22, 2011 (each, "Deferred Pension Payments" and "Deferred Interest").

— Maturity and Amortization

The maturity of the A&R CDA is March 31, 2015, and there will be no amortization.

— Interest

The Deferred Pension Payments and Deferred Interest bears interest at a rate, with respect to each Fund, per annum as set forth in its trust documentation as of February 28, 2011. The interest rates applicable on the July 22, 2011 closing date range from 4.0% to 18.0%.

— Application of Certain Payments

In accordance with the reentry arrangements between each Fund and the Primary Obligors, a Fund may require the Primary Obligors to make payments of obligations owed to such Fund under the A&R CDA in lieu of payments required pursuant to the collective bargaining agreement with the IBT or make payments into an escrow arrangement, in each case in an amount equal to such Fund's current monthly contribution amount.

— Collateral

The Funds maintain their first lien on existing first priority collateral. The Funds allow the secured parties under the Series A Indenture and Series B Indenture (as each are defined below) a second lien behind the secured parties to the Bank Group Credit Agreement on certain properties and the Funds have a third lien on such collateral.

— Most Favored Nations

If any of the Obligors enter into an amendment, modification, supplementation or alteration of the Bank Group Credit Agreement after July 22, 2011 that imposes any mandatory prepayment, cash collateralization, additional interest or fee or any other incremental payment to the Lenders thereunder not required as of July 22, 2011, the Primary Obligors shall pay the Funds 50% of a proportionate additional payment in respect of the Deferred Pension Payments and Deferred Interest, with certain exceptions.

— Guarantors

The A&R CDA guarantee is reaffirmed by its guarantors USF Glen Moore Inc. and Transcontinental Lease, S. de R.L. de C.V.

Standby Letter of Credit Agreement

On July 22, 2011, we entered into an arrangement with Wells Fargo, National Association ("Wells Fargo") pursuant to which Wells Fargo issued one replacement letter of credit and permitted an existing letter of credit to remain outstanding pursuant to the terms of a Standby Letter of Credit Agreement (the "Standby LC Agreement"), dated as of July 22, 2011, by and among the Company and Wells Fargo. We pledged certain deposit accounts and securities accounts (collectively, the "Pledged Accounts") to Wells Fargo to secure its obligations in respect of the letters of credit pursuant to a Pledge Agreement (the "Pledge Agreement"), dated as of July 22, 2011, by and among the Company, Wells Fargo and Wells Fargo Securities, LLC. The Pledge Agreement requires that we maintain an amount equal to at least 101% of the face amount of the letters of credit in the Pledged Accounts. The Company is obligated to pay (quarterly in arrears) a fee equal to 1.0% per annum on the average daily amount available to be drawn under each letter of credit during such quarter. In addition, the Standby LC Agreement requires the Company to pay customary and usual fees and expenses in connection with the issuance and maintenance of the letters of credit. To the extent the Company fails to pay amounts due and owing, such amounts will bear interest at Wells Fargo's prime rate plus 2.0%. The Standby LC Agreement includes customary and usual events of default (and related cure periods), including without limitation, failure to pay amounts when due, failure to comply with covenants, cross default to material debt, bankruptcy and insolvency events, the occurrence of any act, event of condition causing a material adverse effect and the occurrence of a change of control. The total amount of letters of credit outstanding under the Standby LC Agreement is $64.7 million.

Indentures

On July 22, 2011, we issued $140.0 million in aggregate principal amount of the Series A Notes and $100.0 million in aggregate principal amount of the Series B Notes.

Series A Indenture

The Series A Notes are governed by an indenture (the "Series A Indenture"), dated as of July 22, 2011, among us, as issuer, the Guarantors and U.S. Bank National Association, as trustee. Under the terms of the Series A Indenture, the Series A Notes bear interest at a rate of 10% per year and will mature on March 31, 2015. Interest will be payable on a semiannual basis in arrears only in-kind through the issuance of additional Series A Notes.

The Series A Notes become convertible into our common stock, provided that the Charter Amendment Merger has occurred, upon the second anniversary of the issue date of the Series A Notes. After such time, subject to certain limitations on conversion and issuance of shares, holders may convert any outstanding Series A Notes into shares of our common stock at the initial conversion price per share of approximately $0.1134 and an initial conversion rate of 8,822 common shares per $1,000 of the Series A Notes. The conversion price may be adjusted for certain anti-dilution adjustments.

After the Charter Amendment Merger, holders of the Series A Notes will be entitled to vote with our common stock on an as-converted-to-common-stock-basis, *provided*, that, such number of votes shall be limited to 0.1089 votes for each such share of common stock on an as-converted-to-common stock-basis. We may redeem the Series A Notes, in whole or in part, at any time at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest to the redemption date.

The Series A Indenture contains covenants limiting, among other things, us and our restricted subsidiaries' ability to (i) create liens on assets and (ii) merge, consolidated or sell all or substantially all of our and our guarantor's assets. The covenants are subject to important exceptions and qualifications.

The Series A Notes will be initially guaranteed by all of our domestic subsidiaries that guarantee obligations under the Bank Group Credit Agreement. If any of our existing or future domestic subsidiaries guarantees any indebtedness valued in excess of $5.0 million, then such subsidiary will also guarantee our indebtedness under the Series A Notes. In the event of a sale of all or substantially all of the capital stock or assets of any guarantor, the guarantee of such guarantor will be released. The Series A Notes and the guarantees of the Series A Notes will be our and the guarantors' senior secured obligations. The Series A Notes and related guarantees will be secured by junior priority liens on substantially the same collateral securing the Bank Group Credit Agreement (other than any leasehold interests and equity interests of subsidiaries to the extent such pledge of equity interests would not require increased financial statement reporting obligations pursuant to Rule 3-16 of Regulation S-X). As of December 31, 2010, the common stock of our largest operating companies, such as YRC Inc., USF Holland Inc., New Penn Motor Express, Inc. and USF Reddaway Inc., would be excluded as collateral under these kick-out provisions.

Series B Indenture

The Series B Notes are governed by an indenture (the "Series B Indenture"), dated as of July 22, 2011, among us, as issuer, the Guarantors and U.S. Bank National Association, as trustee. Under the terms of the Series B Indenture, the Series B Notes bear interest at a rate of 10% per year and will mature on March 31, 2015. Interest will be payable on a semiannual basis in arrears only in-kind through the issuance of additional Series B Notes.

The Series B Notes become convertible into our common stock upon the consummation of the Charter Amendment Merger. After such time, holders may convert any outstanding Series B Notes into shares of our common stock at the initial conversion price per share of approximately $0.0618 and an initial conversion rate of 16,187 common shares per $1,000 of the Series B Notes. The conversion price may be adjusted for certain anti-dilution adjustments. Upon conversion, holders of Series B Notes will not receive any cash payment representing accrued and unpaid interest, however, such holders will receive a make whole premium paid in shares of our common stock for the Series B Notes that were converted.

After the Charter Amendment Merger, holders of the Series B Notes will be entitled to vote with our common stock on an as-converted-to-common-stock-basis, *provided*, that, such number of votes shall be limited to 0.0594 votes for each such share of common stock on an as-converted-to-common-stock-basis. If a change of control of the Company occurs, we must give the holders of the Series B Notes the right to sell their Series B Notes to us at 101% of their face amount, plus accrued and unpaid interest to the repurchase date.

The Series B Indenture contains covenants limiting, among other things, our and our restricted subsidiaries' ability to:

- pay dividends or make certain other restricted payments or investments;
- incur additional indebtedness and issue disqualified stock or subsidiary preferred stock;
- create liens on assets;
- sell assets;
- merge, consolidate, or sell all or substantially all of our or the guarantors' assets;
- enter into certain transactions with affiliates; and
- create restrictions on dividends or other payments by our restricted subsidiaries.

These covenants are subject to important exceptions and qualifications.

The Series B Notes will be initially guaranteed by all of our domestic subsidiaries that guarantee obligations under the Bank Group Credit Agreement. If any of our existing or future domestic subsidiaries guarantees any indebtedness valued in excess of $5.0 million, then such subsidiary will also guarantee our indebtedness under the Series B Notes. In the event of a sale of all or substantially all of the capital stock or assets of any guarantor, the guarantee of such guarantor will be released. The Series B Notes and the guarantees of the Series B Notes will be our and the guarantors' senior secured obligations. The Series B Notes and related guarantees will be secured by junior priority liens on substantially the same collateral securing the Bank Group Credit Agreement (other than any leasehold interests and equity interests of subsidiaries to the extent such pledge of equity interests would require increased financial statement reporting obligations pursuant to Rule 3-16 of Regulation S-X). As of December 31, 2010, the common stock of our largest operating companies, such as YRC Inc., USF Holland Inc., New Penn Motor Express, Inc. and USF Reddaway Inc., would be excluded as collateral under these kick-out provisions.

Registration Rights Agreements

On July 22, 2011, we and the guarantor subsidiaries entered into registration rights agreements with those holders of our Series A Notes, Series B Notes and Series B Preferred Stock who may be deemed to be our affiliates upon the closing of the exchange offer. Pursuant to the registration rights agreements, we have agreed to prepare and file with the SEC a registration statement covering the resale of such Series A Notes and Series B Notes, as applicable, and the shares of our common stock such securities are convertible into, as well as the shares of our common stock underlying the Series B Preferred Stock, on or prior to the "filing deadline." The "filing deadline" for each of the initial registration statements is the fifth business day following the date of the consummation of the Charter Amendment Merger. We use our commercially reasonable efforts to cause each such registration statement to be declared effective by the SEC as soon as practicable, but no later than the "effectiveness deadline." The "effectiveness deadline" for each initial registration statement is sixty (60) days after the filing deadline; subject to certain exceptions.

In the case of the registration statement for the Series A Notes and the registration statement for the Series B Notes, if (i) such registration statement is not filed with the SEC on or prior to its filing deadline, (ii) such registration statement is not declared effective on or prior to its effectiveness deadline, or (iii) after such registration statement has been declared effective, we fail to keep the registration statement effective or the prospectus forming a part of such registration statement is not usable for more than an aggregate of 30 trading days (which need not be consecutive) (other than during a grace period) or (iv) a grace period exceeds the length of an allowable grace period (each of the events described in clauses (i) through (iv), an "event") then, in each case, we will be required to pay as partial liquidated damages to such holders of Series A Notes or Series B Notes, as applicable, an amount equal to 0.25% of the aggregate principal amount of such holders' Series A Notes or Series B Notes, as applicable, for the first 30 days from the date of the event until the event is cured (which rate will be increased by an additional 0.25% per annum for each subsequent 30-day period that liquidated damages continue to accrue, provided that the rate at which such liquidated damages accrue may in no event

exceed 2.00% per annum). All liquidated damages will be paid on the same day that interest is payable on the Series A Notes or Series B Notes, as applicable, and will be paid-in-kind in Series A Notes or Series B Notes, as applicable.

6% Notes

The 6% Notes indenture provides that the maximum number of shares of our common stock that can be issued in respect of the 6% 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 8,075,200 shares of common stock for $70 million in aggregate principal amount of the 6% Notes, subject to certain adjustments. If the limit is reached, no holder is entitled to any other consideration on account of shares not issued. This limitation terminates if the holders of our common stock approve the termination of this limitation. As of August 8, 2011, a maximum of 5,284,781 shares of the Company's common stock would be available for future issuances in respect of the 6% Notes. Such limitation on the number of shares of common stock issuable in respect of the 6% Notes applies on a pro rata basis to the approximately $69.4 million in aggregate principal amount of outstanding 6% Notes.

Series A Notes

As of August 8, 2011, there is outstanding $140.0 million in aggregate principal amount of Series A Notes. The Series A Notes are not currently convertible into our common stock.

Series B Notes

As of August 8, 2011, there is outstanding $100.0 million in aggregate principal amount of Series B Notes. The Series B Notes are not currently convertible into our common stock.

Risks and Uncertainties Regarding Future Liquidity

To continue to have sufficient liquidity to meet our cash flow requirements after the closing of the restructuring, including paying cash interest and letter of credit fees, making contributions to multiemployer pension funds and funding capital expenditures:

- our operating results, pricing and shipping volumes must continue to improve;
- we must continue to have access to our credit facilities;
- the cost savings under our labor agreements, including wage reductions and savings due to work rule changes, must continue;
- we must complete real estate sale transactions currently under contract as anticipated; and
- we must continue to implement and realize substantial cost savings measures to match our costs with business levels and to continue to become more efficient.

Some or all of these factors are beyond our control and as such we anticipate that we will continue to face risks and uncertainties regarding liquidity.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The uncertainty regarding the Company's ability to generate sufficient cash flows and liquidity to fund operations raises substantial doubt about the Company's ability to continue as a going concern (which contemplates the realization of assets and discharge of liabilities in the normal course of business for the foreseeable future). Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

We expect to continue to monitor our liquidity carefully, work to reduce this uncertainty and address our cash needs through a combination of one or more of the following actions:

- we continue to, and expect to implement further cost actions and efficiency improvements;
- we will continue to aggressively seek additional and return business from customers;
- we will continue to attempt to reduce our collateral requirements related to our insurance programs;
- if appropriate, we may sell additional equity or pursue other capital market transactions;
- we may consider selling non-strategic assets or business lines; and
- we expect to carefully manage receipts and disbursements, including amounts and timing, focusing on reducing days sales outstanding and managing days payables outstanding.

Notwithstanding the restructuring, our balance sheet remains significantly leveraged, a significant portion of our debt would mature prior to or during 2015 and we will continue to face potentially significant future funding obligations for our single and multiemployer pension plans. After giving effect to the restructuring as of July 22, 2011, we have approximately $1.4 billion in aggregate principal amount of outstanding indebtedness. Our substantial level of indebtedness increases the risk that we may be unable to generate cash sufficient to pay amounts due in respect of our indebtedness. We also have, and will continue to have, significant operating lease obligations. As of June 30, 2011, our minimum rental expense under operating leases for the remainder of 2011 and full year 2012 was $28.7 million and $43.4 million, respectively. As of June 30, 2011, our operating lease obligations totaled $148.5 million. While we expect that cash generated from operations, together with the proceeds of the ABL facility and the Series B Notes, will be sufficient to allow us to fund our operations, to increase working capital as necessary to support our strategy and to fund planned expenditures for the foreseeable future, we cannot give assurances that we will not face challenges in our liquidity and financial condition in the future.

Forward-Looking Statements in "Liquidity"

Our beliefs regarding liquidity sufficiency are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21 of the Securities Exchange Act of 1934, as amended. Forward-looking statements are indicated by words such as "should," "could," "may," "expect," "believe," "estimate" and other similar words. Our actual liquidity may differ from our projected liquidity based on a number of factors, including those listed in "—Risks and Uncertainties regarding Future Liquidity".

Net Share Settled Contingent Convertible Notes

The balance sheet classification of our net share settled contingent convertible notes between short-term and long-term is dependent upon certain conversion triggers, as defined in the applicable indentures. The contingent convertible notes include a provision whereby the note holder can require immediate conversion of the notes if, among other reasons, the credit rating on the net share settled contingent convertible notes assigned by Moody's is lower than B2. At June 30, 2011 and December 31, 2010, the conversion trigger was met, and accordingly, the net share settled contingent convertible notes have been classified as a short-term liability in the accompanying consolidated balance sheets. Based upon this particular conversion right and based upon an assumed market price of our stock of $1.00 per share, our aggregate obligation for full satisfaction of the $1.9 million par value of contingent convertible notes would require cash payments of a nominal amount.

Cash Flow Measurements

We use adjusted free cash flow as a measurement to manage working capital and capital expenditures. Free cash flow indicates cash available to fund additional capital expenditures, to reduce outstanding debt (including current maturities) or to invest in our growth strategies. This measurement is used for internal management purposes and should not be construed as a better measurement than net cash from operating activities as defined by generally accepted accounting principles.

The following table illustrates our calculation for determining adjusted free cash flow for the six months ended June 30:

(in millions)	2011	2010
Net cash used in operating activities	$(61.3)	$(14.5)
Acquisition of property and equipment	(22.7)	(10.9)
Restructuring professional fees	27.1	21.9
Adjusted free cash flow	$(56.9)	$ (3.5)

Operating cash flows decreased $46.8 million during the six months ended June 30, 2011 versus the same period in 2010. The decrease in cash from operations was largely due to an income tax refund of $0.3 million in 2011 compared to an $83.2 million income tax refund received in 2010. Additionally, an increase in business volumes during the second quarter of 2011 contributed to an increase in accounts receivable and accounts payable from December 2010 to June 2011 of $98.0 million and $10.0 million, respectively. Operating cash flows used by our discontinued operations were $4.5 million for the six months ended June 30, 2010 with no comparable amount in 2011.

Property and equipment additions were $11.8 million higher in 2011 versus 2010 and reflect our commitment to improve the age of our fleet as we begin to fund new revenue equipment purchases.

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Net cash provided by financing activities was $67.9 million in 2011 versus $30.8 million in 2010. During the six months ended June 30, 2011, we increased our net borrowings under our ABS facility by $41.4 million and our other long-term indebtedness by $31.6 million and paid debt issuance costs of $5.2 million.

Contractual Obligations and Other Commercial Commitments

The following tables provide aggregated information regarding our contractual obligations and commercial commitments as of June 30, 2011. The amounts provided below are based on contractual terms as of June 30, 2011 and do not give effect to any changes as a result of the July 22, 2011 restructuring including the extension of maturities.

Contractual Cash Obligations

	Payments Due by Period				
(in millions)	Less than 1 year	1-3 years	3-5 years	After 5 years	Total
Balance sheet obligations:[(a)]					
ABS borrowings including interest [(b)]	$ 170.6	$ —	$ —	$ —	$ 170.6
Deferred interest and fees for the ABS Facility [(c)]	25.8	—	—	—	25.8
Long-term debt including interest[(d)]	46.8	515.5	—	—	562.3
Deferred interest and fees for the Credit Agreement [(e)]	166.1	—	—	—	166.1
Lease financing obligations	42.0	87.2	91.0	166.7	386.9[(f)]
Pension deferral obligations including interest [(g)]	138.7	28.6	—	—	167.3
Deferred interest and fees for pension obligations [(g)]	4.5	—	—	—	4.5
Workers' compensation, property damage and liability claims obligations	129.2	139.9	65.0	131.4	465.5
Off balance sheet obligations:					
Operating leases	57.4	46.8	22.5	21.8	148.5
Capital expenditures	39.4	—	—	—	39.4
Total contractual obligations	$ 820.5	$818.0	$178.5	$ 319.9	$2,136.9

(a) Total liabilities for unrecognized tax benefits as of June 30, 2011, were $44.0 million and are classified on the Company's consolidated balance sheet within "Other Current and Accrued Liabilities".

(b) On July 22, 2011, we refinanced our ABS facility with an ABL facility and extended the maturity from October 2011 to September 2014. Accordingly, for balance sheet presentation purposes, we have classified our debt under the ABS facility as of June 30, 2011 as long-term debt.

(c) The $25.8 million of deferred interest and fees for the ABS Facility includes $15.0 million of deferred commitment fees and as part of the July 22, 2011 transaction these amounts have been waived.

(d) As part of the restructuring that closed on July 22, 2011 the Lenders waived the existence of the Milestone Failure and agreed that the Milestone Failure shall not provide any basis for a Milestone Default under the Credit Agreement. Accordingly, for balance sheet presentation purposes, we have classified our debt under the Credit Agreement as of June 30, 2011 as long-term debt based on the March 31, 2015 maturity date.

(e) The $166.1 million of deferred interest and fees under the Credit Agreement were exchanged for Series B Preferred Stock and Series A Notes as a part of the July 22, 2011 restructuring.

(f) The $386.9 million of lease financing obligation payments represent interest payments of $300.5 million and principal payments of $86.4 million.

(g) As part of the restructuring that closed on July 22, 2011 we extended the maturities under the A&R CDA from December 2012 to March 2015. Accordingly, for balance sheet presentation purposes, we have classified our debt under the Contribution Deferral Agreement as of June 30, 2011 as long-term debt.

During the six months ended June 30, 2011, we entered into no new operating leases for revenue equipment.

Other Commercial Commitments

The following table reflects other commercial commitments or potential cash outflows that may result from a contingent event, such as a need to borrow short-term funds due to insufficient free cash flow.

	Amount of Commitment Expiration Per Period				
(in millions)	Less than 1 year	2-3 years	4-5 years	After 5 years	Total
Unused line of credit					
ABS Facility	$ 9.5	$ —	$ —	$ —	$ 9.5
Credit Agreement[(a)]	—	7.8	—	—	7.8
Letters of credit	64.7	447.8		—	512.5
Surety bonds	96.8	—	—	—	96.8
Total commercial commitments	$ 171.0	$455.6	$ —	$ —	$626.6

(a) The unused line of credit for the Credit Agreement excludes the impact of the restricted revolver reserves of $70.9 million at June 30, 2011.

Recent Accounting Pronouncements

In June 2011, the Financial Accounting Standards Board ("FASB") has issued Accounting Standards Update ("ASU") No. 2011-05, "Comprehensive Income (Topic 220): Presentation of Comprehensive Income". This ASU allows an entity the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In both choices, an entity is required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. ASU 2011-05 eliminates the option to present the components of other comprehensive income as part of the statement of changes in stockholders' equity. The amendments to the Codification in the ASU do not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. ASU 2011-05 will be applied retrospectively. ASU 2011-05 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. Early adoption is permitted. Based on the Company's evaluation of this ASU, the adoption of this amendment will only impact the presentation of comprehensive income on the Company's consolidated condensed financial statements.

In May 2011, the FASB has issued Accounting Standards Update (ASU) No. 2011-04, "Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements." This ASU represents the converged guidance of the FASB and the International Accounting Standards Board (the Boards) on fair value measurement, resulting in common requirements for measuring fair value and for disclosing information about fair value measurements, including a consistent meaning of the term "fair value." The amendments to this ASU are to be applied prospectively. ASU No. 2011-04 is effective during interim and annual periods beginning after December 15, 2011. Based on the Company's evaluation of this ASU, the adoption of this amendment will not have a material impact on the Company's consolidated condensed financial statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are primarily exposed to the market risk associated with unfavorable movements in interest rates, foreign currencies, and fuel price volatility. The risk inherent in our market risk sensitive instruments and positions is the potential loss or increased expense arising from adverse changes in those factors. There have been no material changes to our market risk policies or our market risk sensitive instruments and positions as described in our annual report on Form 10-K for the year ended December 31, 2010.

Item 4. Controls and Procedures

We maintain a set of disclosure controls and procedures designed to ensure that information required to be disclosed in our filings under the Securities and Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Our principal executive and principal financial officers, or persons performing similar functions, have evaluated our disclosure controls and procedures and concluded that our disclosure controls and procedures were effective as of June 30, 2011.

There were no changes in our internal control over financial reporting that occurred during the fiscal quarter ended June 30, 2011 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

We discuss legal proceedings in the “Commitments and Contingencies” note to our consolidated financial statements.

Item 1A. Risk Factors

For information regarding risk factors, see “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2010. There have been no material changes to the Company’s risk factors during the first six months of 2011, except as set forth below.

Our common stock currently listed on the NASDAQ is subject to delisting because we consummated the exchange offer.

On July 22, 2011, we received a staff determination letter from The NASDAQ Stock Market (“NASDAQ”) stating that our common stock should be delisted because we issued the Series B Preferred Stock, the Series A Notes and the Series B Notes at the closing of the restructuring in violation of NASDAQ Listing Rules 5635(b) and 5635(d) and because such issuance raises public interest concerns under NASDAQ Listing Rule 5101. The Company has appealed the staff’s determination to a hearing panel pursuant to the procedures set forth in the NASDAQ Listing Rule 5800 series.

In addition, NASDAQ’s continued listing requirements provide, among other requirements, that the minimum trading price of our common stock not fall below $1.00 per share over a consecutive 30 day trading period. Upon receipt from NASDAQ of notice of non-compliance, we would have a period of 180 days to regain compliance with this requirement. The price per share of our common stock may fall below the $1.00 per share minimum trading price. There can be no assurance that we will regain compliance within the requisite time period following completion of the proposed restructuring, or at all.

Delisting of our common stock would have an adverse effect on the market liquidity of our common stock and, as a result, the market price for our common stock could become more volatile. Furthermore, delisting also could make it more difficult for us to raise additional capital.

There may be a delay or difficulty in our being able to relist our common stock on an exchange.

As discussed above, if our common stock is delisted by the NASDAQ, it may take some time before we are able to relist our common stock on NASDAQ or to list our common stock on another national stock exchange. In such circumstances, it is possible that we will not be able to list our common stock on NASDAQ or another national stock exchange within the first year after the closing of the restructuring. If our common stock is not listed on NASDAQ or another national stock exchange, there may be an adverse effect on the market liquidity of our common stock and, as a result, the market price for our common stock could become more volatile. Furthermore, the absence of a listing of our common stock on a national stock exchange could also make it more difficult for us to raise additional capital.

Our substantial indebtedness and operating lease obligations could adversely affect our financial flexibility and our competitive position.

We have, and upon consummation of the restructuring, continue to have a significant amount of indebtedness. After giving effect to the restructuring, we have approximately $1.4 billion in aggregate principal amount of outstanding indebtedness. Our substantial level of indebtedness increases the risk that we may be unable to generate cash sufficient to pay amounts due in respect of our indebtedness. We also have, and will continue to have, significant lease obligations. As of June 30, 2011, our minimum rental expense under operating leases for the remainder of 2011 and full year 2012 was $28.7 million and $43.4 million, respectively. As of June 30, 2011, our total operating lease obligations totaled $148.5 million. Our substantial indebtedness and lease obligations could have other important consequences to you and significant effects on our business. For example, it could:

- increase our vulnerability to adverse changes in general economic, industry and competitive conditions;
- require us to dedicate a substantial portion of our cash flow from operations to make payments on our indebtedness and leases, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- restrict us from taking advantage of business opportunities;
- make it more difficult to satisfy our financial obligations;

- place us at a competitive disadvantage compared to our competitors that have less debt and lease obligations; and
- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions, debt service requirements, execution of our business strategy or other general corporate purposes on satisfactory terms or at all.

In addition, the indenture governing our Series B Notes contains, and the agreements evidencing or governing our existing or future indebtedness may contain, restrictive covenants that will limit our ability to engage in activities that may be in our long-term best interests. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all of our indebtedness.

Despite current indebtedness levels, we and our subsidiaries may still be able to incur substantially more debt. This could increase the risks associated with our substantial leverage.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. Although covenants under the indenture governing the Series B Notes, our amended and restated credit agreement and other agreements will limit our ability and the ability of our present and future subsidiaries to incur additional indebtedness, the terms of the indenture governing the Series B Notes, our amended and restated credit agreement and other agreements will permit us to incur significant additional indebtedness. In addition, the indentures governing our new Series A Notes and Series B Notes will not prohibit us from incurring obligations that do not constitute indebtedness as defined therein. To the extent that we incur additional indebtedness or such other obligations, the risks associated with our substantial indebtedness described above, including our possible inability to service our indebtedness, will increase.

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control, and any failure to meet our debt service obligations could harm our business, financial condition and results of operations.

Our ability to make payments on and to refinance our indebtedness and to fund working capital needs and planned capital expenditures will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, business, legislative, regulatory and other factors that are beyond our control.

If our business does not generate sufficient cash flow from operations or if future borrowings are not available to us in an amount sufficient to enable us to pay our indebtedness or to fund our other liquidity needs, we may need to refinance all or a portion of our indebtedness on or before the maturity thereof, reduce or delay capital investments or seek to raise additional capital, any of which could have a material adverse effect on our operations. In addition, we may not be able to effect any of these actions, if necessary, on commercially reasonable terms or at all. Our ability to restructure or refinance our indebtedness will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments, including the indentures governing the new convertible notes, may limit or prevent us from taking any of these actions. In addition, any failure to make scheduled payments of interest and principal on our outstanding indebtedness would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness on commercially reasonable terms or at all. Our inability to generate sufficient cash flow to satisfy our debt service obligations, or to refinance or restructure our obligations on commercially reasonable terms or at all, would have an adverse effect, which could be material, on our business, financial condition and results of operations, as well as on our ability to satisfy our obligations in respect of the notes.

In addition, if we are unable to meet our debt service obligations under our existing and future indebtedness, the holders of such indebtedness would have the right, following any applicable cure period, to cause the entire principal amount thereof to become immediately due and payable. If our outstanding indebtedness was accelerated, we cannot assure you that our assets would be sufficient to repay in full the money owed, including holders of the new convertible notes.

Restrictive covenants in the documents governing our existing and future indebtedness may limit our current and future operations, particularly our ability to respond to changes in our business or to pursue our business strategies.

The documents governing our existing indebtedness contain and the documents governing any of our future indebtedness will likely contain a number of restrictive covenants that impose significant operating and financial restrictions, including restrictions on our ability to take actions that we believe may be in our interest. The documents governing our existing indebtedness, among other things, limit our ability to:

- incur additional indebtedness and guarantee indebtedness;

- pay dividends on or make distributions in respect of capital stock or make certain other restricted payments or investments;
- enter into agreements that restrict distributions from restricted subsidiaries;
- sell or otherwise dispose of assets, including capital stock of restricted subsidiaries;
- enter into transactions with affiliates;
- create or incur liens;
- enter into sale/leaseback transactions;
- merge, consolidate or sell substantially all of our assets;
- make investments and acquire assets; and
- make certain payments on indebtedness;

The restrictions could adversely affect our ability to:

- finance our operations;
- make needed capital expenditures;
- make strategic acquisitions or investments or enter into alliances;
- withstand a future downturn in our business or the economy in general;
- engage in business activities, including future opportunities, that may be in our interest; and
- plan for or react to market conditions or otherwise execute our business strategies.

Our ability to obtain future financing or to sell assets could be adversely affected because a very large majority of our assets have been secured as collateral for the benefit of the holders of our indebtedness.

See also “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Financial Condition—Liquidity” for additional information regarding our liquidity.

Item 5. Other Information

On August 3, 2011, our board of directors approved an amendment to our bylaws to provide that a majority of the voting power entitled to vote, present in person or represented by proxy, shall constitute a quorum at a meeting of the stockholders, replacing in its entirety the prior provision that provided that the holders of a majority of the outstanding shares (exclusive of treasury stock) of each class of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for the transaction of any business, unless or except to the extent that the presence of a larger number may be required by law. The amended bylaws also provide that the chairman of the meeting or the holders of a majority of the voting power entitled to vote who are present, in person or by proxy, may adjourn the meeting to another date or time, if a quorum fails to attend any meeting.

Item 6. Exhibits

3.1	Certificate of Designations of Series A Voting Preferred Stock (incorporated by reference to Exhibit 3.1 to Current Report on Form 8-K, filed on July 25, 2011, File No. 000-12255).
3.2	Certificate of Designations of Series B Convertible Preferred Stock (incorporated by reference to Exhibit 3.2 to Current Report on Form 8-K, filed on July 25, 2011, File No. 000-12255).
3.3*	Bylaws of the Company, as amended through August 3, 2011.
10.1	Amendment No. 21 (dated April 29, 2011) to the Credit Agreement (incorporated by reference to Exhibit 10.2 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, filed on May 10, 2011, File No. 000-12255).
10.2*	Amended and Restated Credit Agreement, dated as of July 22, 2011, by and among the Company, as borrower, JPMorgan Chase Bank, National Association, as administrative agent, and the lenders party thereto.
10.3	Amendment No. 23 (dated April 29, 2011) to the ABS Facility (incorporated by reference to Exhibit 10.4 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, filed on May 10, 2011, File No. 000-12255).
10.4*	Credit Agreement, dated as of July 22, 2011, by and among YRCW Receivables LLC, as borrower, the Company, as servicer, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto.
10.5	Amendment No. 9 (dated April 29, 2011) and Amendment No. 10 (dated April 29, 2011) to the Contribution Deferral Agreement (incorporated by reference to Exhibit 10.7 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, filed on May 10, 2011, File No. 000-12255).

10.6*	Amended and Restated Contribution Deferral Agreement, dated as of July 22, 2011, by and among YRC Inc., USF Holland Inc., New Penn Motor Express, Inc. and USF Reddaway Inc., collectively as primary obligors, the Trustees for the Central States, Southeast and Southwest Areas Pension Fund, the Wilmington Trust Company, as agent, and the other funds party thereto
10.7*	Series A Indenture, dated as of July 22, 2011, by and among the Company, as issuer, the subsidiaries of the Company party thereto, as guarantors, and U.S. Bank National Association, as trustee.
10.8*	Series B Indenture, dated as of July 22, 2011, by and among the Company, as issuer, the subsidiaries of the Company party thereto, as guarantors, and U.S. Bank National Association, as trustee.
10.9*	Series A Notes Registration Rights Agreement, dated as of July 22, 2011, by and among the Company, the subsidiaries of the Company party thereto, as guarantors, and the holders party thereto.
10.10*	Series B Notes Registration Rights Agreement, dated as of July 22, 2011, by and among the Company, the subsidiaries of the Company party thereto, as guarantors, and the holders party thereto.
10.11*	Series B Preferred Stock Registration Rights Agreement, dated as of July 22, 2011, by and among the Company and the holders party thereto.
10.12*	Amended and Restated Pledge and Security Agreement, dated as of July 22, 2011, by and among the Company, the subsidiaries of the Company party thereto, as grantors, and JPMorgan Chase Bank, National Association, as administrative agent and as collateral agent.
10.13*	Pledge and Security Agreement, dated as of July 22, 2011, by and among the Company, the subsidiaries of the Company party thereto, as grantors, and U.S. Bank National Association, as collateral trustee.
10.14*	Amended and Restated Intercreditor Agreement, dated as of July 22, 2011, by and among the Company, the subsidiaries of the Company party thereto, JPMorgan Chase Bank, National Association, as bank group representative, Wilmington Trust Company, as pension fund representative, U.S. Bank National Association, as convertible note representative, JPMorgan Chase Bank, N.A., as ABL representative, and the other bank group loan parties party thereto.
10.15*	Collateral Trust Agreement, dated as of July 22, 2011, by and among the Company, the subsidiaries of the Company party thereto, U.S. Bank National Association, as Series A Notes indenture trustee, U.S. Bank National Association, as Series B Notes indenture trustee, and U.S. Bank National Association, as collateral trustee.
10.16*	Employment Agreement, dated as of July 22, 2011, by and among the Company and James L. Welch.
10.17	Support Agreement, dated April 29, 2011, by and among the Company and certain lenders under its Credit Agreement (incorporated by reference to Exhibit 99.1 to Current Report on Form 8-K, filed on April 29, 2011, File No. 000-12255).
10.18	Summary of Principal Terms of Proposed Restructuring, dated as of April 21, 2011 (incorporated by reference to Exhibit 99.2 to Current Report on Form 8-K, filed on April 29, 2011, File No. 000-12255).
10.19	Support Agreement, dated as of April 29, 2011, by and among the Company and TNFINC (incorporated by reference to Exhibit 99.3 to Current Report on Form 8-K, filed on April 29, 2011, File No. 000-12255).
10.20	YRC Worldwide Inc. Director Compensation Plan (incorporated by reference to Exhibit 10.12.1 to Annual Report on Form 10-K/A for the year ended December 31, 2010, filed on April 29, 2011, File No. 000-12255).
10.21	Commitment Letter, dated as of May 15, 2011 and agreed and accepted by the Company on May 16, 2011, by and between the Company and Morgan Stanley (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K, filed on May 17, 2011, File No. 000-12255).
10.22*	Termination Notice Letter to Morgan Stanley, dated July 7, 2011.
10.23	Commitment Letter, dated July 7, 2011, between the Company and the Commitment Parties set forth therein (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K, filed on July 8, 2011, File No. 000-12255).
31.1*	Certification of James L. Welch pursuant to Exchange Act Rules 13a-14 and 15d-14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Paul F. Liljegren pursuant to Exchange Act Rules 13a-14 and 15d-14, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of James L. Welch pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Paul F. Liljegren pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase
101.DEF**	XBRL Taxonomy Extension Definition Linkbase
101.LAB**	XBRL Taxonomy Extension Label Linkbase
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase

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* Indicates documents filed herewith.

** XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, and otherwise is not subject to liability under these sections.

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SIGNATURES

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

	YRC Worldwide Inc. Registrant
Date: August 8, 2011	/s/ James L. Welch James L. Welch Chief Executive Officer
Date: August 8, 2011	/s/ Paul F. Liljegren Paul F. Liljegren Senior Vice President Finance – Controller Principal Accounting Officer

Exhibit 3.3

YRC WORLDWIDE INC.
BYLAWS

(As Amended through August 3, 2011)

ARTICLE I
STOCKHOLDERS

SECTION 1. ANNUAL MEETING

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be on such date and at such location and time of day as the Board of Directors shall each year fix and as stated in the notice of such annual meeting.

SECTION 2. SPECIAL MEETINGS

Special meetings of the stockholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Chairman of the Board, Chief Executive Officer or a majority of the Board of Directors and shall be held at the principal office of the company in Overland Park, Kansas on such date, and at such time as they shall fix.

SECTION 3. NOTICE OF MEETING

Written notice of the place, date and time of all meetings of the stockholders shall be given, not less than ten nor more than sixty days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the General Corporation Law of the State of Delaware or the Certificate of Incorporation).

When a meeting is adjourned to another date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; *provided*, however, that if the date of any adjourned meeting is more than fourteen days after the date of the meeting given in the original notice, or if a new record date is fixed for the adjourned meeting, written notice of the place, date and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting any business may be transacted which might have been transacted at the original meeting.

SECTION 4. QUORUM

A majority of the voting power entitled to vote, present in person or represented by proxy, shall constitute a quorum at a meeting of the stockholders.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the voting power entitled to vote who are present, in person or by proxy, may adjourn the meeting to another date or time.

SECTION 5. ORGANIZATION

The Chairman of the Board or, in his absence, the Chief Executive Officer, shall call to order any meeting of the stockholder and act as chairman of the meeting and the Secretary or Assistant Secretary shall act as secretary of the meeting. In the absence of the Secretary or Assistant Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.

SECTION 6. CONDUCT OF BUSINESS

At an annual meeting of the stockholders, only such business may be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting business must be

(a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors,

(b) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or

(c) otherwise properly brought before the meeting by a stockholder.

For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a stockholder's notice must be received at the principal executive offices of the Corporation not less than 60 days nor more than 90 days prior to the meeting; *provided*, however, that in the event that less than 70 days' notice or prior public disclosure of the date of the meeting is given or made to stockholders, the stockholder's notice must be received by the 10th day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure was made.

To be in proper written form, a stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (a) a brief description of the business at the annual meeting, (b) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (c) the class and number of shares of the Corporation which are beneficially owned by the stockholder, and (d) any material interest of the stockholder in such business.

Notwithstanding anything in the Bylaws to the contrary, no business shall be conducted at any annual meeting unless it has been properly brought before the meeting. The chairman of the annual meeting shall determine whether business has been properly brought before the meeting in accordance with the provisions of this Section 6. If he should determine that it has not, he shall so declare to the meeting. Any business not properly brought before the meeting shall not be transacted.

SECTION 7. PROXIES AND VOTING

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one vote for every share of stock entitled to vote which is registered in his name on the record date for the meeting, except as otherwise required by law or provided in the Certificate of Incorporation or these Bylaws.

All voting, except on the election of directors and where otherwise required by law, may be by a voice vote; *provided*, however, that upon demand therefor by a stockholder entitled to vote or his proxy, a stock vote shall be taken. Every stock vote shall be taken by ballot, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

Subject to the next succeeding sentence and except as required by all applicable laws or as otherwise provided in the Certificate of Incorporation or these Bylaws, at all meetings of the stockholders, all questions shall be determined by a majority of the votes cast at the meeting of the holders of shares entitled to vote thereon. Each director nominee shall be elected to the Board of Directors by the vote of the majority of the votes cast with respect to that director nominee's election at any meeting for the election of directors at which a quorum is present; *provided*, however, that if the number of nominees exceeds the number of directors to be elected, the director nominees shall be elected by a plurality of the votes cast. For purposes of this Section 7, a majority of the votes cast means that the number of shares voted "for" a director nominee must exceed the number of votes cast "against" that director nominee.

If an incumbent director is not elected by a majority of votes cast (unless, pursuant to the immediately preceding paragraph, the director election standard is a plurality), the incumbent director shall promptly offer to tender his or her resignation to the Board of Directors. The Governance Committee shall make a recommendation to the Board of Directors on whether to accept or reject the director's offer to tender his or her resignation, or whether other action should be taken. The Board of Directors shall act on the Committee's recommendation and publicly disclose its decision within 90 days from the date of the certification of the election results. An incumbent director who offers to tender his or her resignation shall not participate in the Committee's or the Board of Directors' recommendation or decision, or any deliberations related thereto. An incumbent director who has offered to tender his or her resignation pursuant to this Section 7 shall promptly tender such resignation upon the Board of Directors' acceptance of such offer.

If a director's offer to tender his or her resignation is accepted by the Board of Directors pursuant to this Section 7, or if a nominee for director is not elected and the nominee is not an incumbent director, then the Board of Directors may fill the resulting vacancy pursuant to the provisions of Article II, Section 2 or may decrease the size of the Board of Directors pursuant to Article FIFTH of the Certificate of Incorporation.

SECTION 8. NOTICE OF NOMINATION

Nominations for the election of directors may be made by the Board of Directors or by any stockholder entitled to vote for the election of directors. Such nominations shall be made by notice in writing, delivered or mailed by first class United States mail, postage prepaid, to the Secretary of the Corporation not less than 14 days nor more than 50 days prior to any meeting of the stockholders called for the election of directors; *provided*, however, that if less than 21 days' notice of the meeting is given to stockholders, such written notice shall be delivered or mailed, as prescribed, to the Secretary of the Corporation not later than the close of the seventh day following the day on which notice of the meeting was mailed to stockholders. Notice of nominations which are proposed by the Board of Directors shall be given by the Chairman on behalf of the Board.

Each notice under the above paragraph shall set forth

(i) the name, age, business address and, if known, residence address of each nominee proposed in such notice,

(ii) the principal occupation or employment of each such nominee and

(iii) the number of shares of stock of the Corporation which are beneficially owned by each such nominee.

The chairman of the meeting may, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

SECTION 9. STOCK LIST

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his name shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the metropolitan area where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identify of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE II
BOARD OF DIRECTORS

SECTION 1. DIRECTORS

a. *Number and Term of Office*

The number of directors shall be nine. Each director shall hold office until his successor is elected and qualified or until his earlier resignation, removal from office or death except as otherwise provided herein or required by law.

Whenever the authorized number of directors is increased between annual meetings of the stockholders, a majority of the directors then in office shall have the power to elect such new directors for the balance of a term and until their successors are elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

b. *Chairman of the Board*

The Board of Directors shall elect a member of the Board of Directors as Chairman of the Board of Directors (the “Chairman of the Board” or “Chairman”) at its first meeting after every annual meeting of stockholders. The Chairman of the Board shall hold office until his successor is elected and qualified or until his earlier resignation, removal from office (as Chairman or director) or death except as other required by law.

The Chairman of the Board shall preside over all meetings of the Board of Directors and meetings of the shareholders and shall undertake such other tasks as he and the Board of Directors shall agree. The Chairman may also serve as an officer with respect to any of the offices described in Article IV hereof, however, the Chairman, solely in his capacity as Chairman of the Board, shall not be deemed an officer of the Corporation.

SECTION 2. VACANCIES

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.

SECTION 3. RESIGNATION AND REMOVALS

No person who is concurrently a director and an employee of the Corporation shall be qualified to serve as a director of the Corporation from and after the time of any diminution in such person's duties or responsibilities as an officer, the time they leave the employ of the Corporation for any reason or their 75th birthday; *provided*, that if any such person resigns from the Board of Directors upon such event, such person shall thereafter be deemed qualified to serve as a director of the Corporation for so long as such person is otherwise qualified to so serve pursuant to the following sentence. No person shall be qualified to serve as a director of the Corporation on or after the date of the annual meeting of stockholders following:

(a) the director's 75th birthday;

(b) any fiscal year in which he has failed to attend at least 66% of the meetings of the Board of Directors and any committees of the Board of Directors on which such director serves, when such Board and committee meetings are taken on a collective basis; or

(c) the three month anniversary of any change in his employment (other than a promotion or lateral movement within the same organization); *provided* that such a person shall be deemed to be qualified to serve as a director if so determined by a majority of the members of the whole Board (excluding the director whose resignation would otherwise be required) if the Board in its judgment determines that such waiver would be in the best interest of the Corporation. A director shall offer the director's retirement or resignation effective as of the annual meeting of stockholders following any of those events.

Any director may resign his office at any time (or shall offer to tender as provided in Article I, Section 7), such resignation to be made in writing and to take effect from the time of its receipt by the Corporation, unless some future time be fixed in the resignation and in that case from that time. The acceptance of a resignation shall not be required to make it effective. Nothing herein shall be deemed to affect any contractual rights of the Corporation.

A director may be removed for cause only by a majority vote of the stockholders entitled to vote for the election of directors. If the Chairman, pursuant to the preceding sentence, is removed from his office as director, such removal shall also constitute his removal as Chairman of the Board. The Chairman of the Board may be removed as Chairman (but not as director) at any time, with or without cause, by a majority vote of the Board of Directors. "For cause" shall mean only such circumstances as described in the last paragraph of Article FIFTH of the Certificate of Incorporation.

SECTION 4. REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held at such places or places, on such date or date, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

SECTION 5. SPECIAL MEETINGS

Special meetings of the Board of Directors shall be called upon written request of two directors then in office or by the Chairman of the Board and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of the place, date and time of each such special meeting shall be given to each director by whom it is not waived by mail not less than forty-eight (48) hours before the time of the meeting, or by telephone, e-mail or other form of electronic transmission or communication not less than twenty-four (24) hours before the time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

SECTION 6. QUORUM

At any meeting of the Board of Directors, one-third of the total number of the whole board, but not less than two, shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

SECTION 7. PARTICIPATION IN MEETINGS BY CONFERENCE TELEPHONE

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting and any action duly taken by Directors at such a meeting shall have the same force and effect as if taken at a meeting duly called and attended in person by the Directors.

SECTION 8. CONDUCT OF BUSINESS

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise required by law or provided in the Certificate of Incorporation or these Bylaws. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

SECTION 9. POWERS

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

1. To declare dividends from time to time in accordance with law;

2. To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

3. To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;

4. To remove any officer of the Corporation with or without cause, and from time to time transfer the powers and duties of any officer to any other person for the time being;

5. To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers and agents;

6. To adopt from time to time such stock option, stock purchase, bonus or other compensation plans for officers and agents of the Corporation and its subsidiaries as it may determine;

7. To adopt from time to time such insurance, retirement, and other benefit plans for officers and agents of the Corporation and its subsidiaries as it may determine;

8. To adopt from time to time regulations, not inconsistent with these bylaws, for the management of the Corporation's business and affairs; and

9. To adopt from time to time an order of succession designating the officers to perform the duties and exercise the powers of the president in the event of the President's absence, death, inability or refusal to act.

SECTION 10. COMPENSATION OF DIRECTORS

Directors, as such, may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the directors.

ARTICLE III
COMMITTEES

SECTION 1. COMMITTEE OF THE BOARD OF DIRECTORS

The Board of Directors, by resolution, may from time to time designate committees of the Board, each of which shall have the respective powers and duties necessary or proper to carry out the purposes for which appointed, to serve at the pleasure of the board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend or to authorize the issuance of stock if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

SECTION 2. CONDUCT OF BUSINESS

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Meetings may be called upon written request of two committee members then in office or by the chairman of the committee and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of all committee meetings shall be given to members as provided in Article II, Section 5 of these Bylaws; one-third of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE IV
OFFICERS

SECTION 1. GENERALLY

The officers of the Corporation shall consist of a Chief Executive Officer, a President (who may be, but need not be, the Chief Executive Officer), a Secretary and Treasurer. The Board of Directors may elect such additional officers as it deems necessary, including vice presidents, assistant secretaries and assistant treasurers. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of stockholders. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person.

SECTION 2. CHIEF EXECUTIVE OFFICER

The Chief Executive Officer shall be the senior officer of the Corporation and shall be responsible in general for the supervision and control of all the business and affairs of the Corporation.

SECTION 3. PRESIDENT

If the Board of Directors elects a Chief Executive Officer who is not the President, the President shall act in the place of the Chief Executive Officer in his absence or in the event of his death, inability or refusal to act. He shall perform all duties and have all powers which are delegated to him by the Board of Directors or Chief Executive Officer. He shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized. In the event of the absence, death, inability or refusal to act of the President, the officer designated by the Board of Directors shall perform the duties and exercise the powers of the President.

If the Board of Directors does not elect a Chief Executive Officer, the President shall also perform the duties and exercise the powers of the Chief Executive Officer.

SECTION 4. VICE PRESIDENT

Each vice president shall perform such duties as the Board of Directors shall prescribe.

SECTION 5. TREASURER

The Treasurer shall have charge and custody of all monies and securities of the Corporation, shall in general perform all of the duties commonly incident to the office of Treasurer, and shall perform such other duties as may be assigned him by the Chief Executive Officer, President, or Board of Directors. He shall make such disbursements of the funds of the Corporation as are proper and shall render from time to time an account of all such transactions and of the financial condition of the Corporation.

SECTION 6. SECRETARY

The secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board of Directors. He shall have charge of the corporate minute books.

SECTION 7. DELEGATION OF AUTHORITY

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

SECTION 8. REMOVAL

Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

SECTION 9. ACTION WITH RESPECT TO SECURITIES OF OTHER CORPORATIONS

Unless otherwise directed by the Board of Directors, the Chief Executive Officer shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V
INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHERS

SECTION 1. RIGHT TO INDEMNIFICATION

a. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or she (or a person for whom he or she is the legal representative) is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer or employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; *provided*, however, that with respect to any agent or employee, to the extent any such expenses, liabilities or losses are covered by insurance, other than insurance maintained by the Corporation, the Corporation shall be required to indemnify and hold harmless such agent or employee only to the extent that such expenses, liabilities or losses are not covered by such insurance. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceedings in advance of its final disposition; *provided*, however, that the payment of such expenses incurred by a director or officer of the Corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this section or otherwise.

b. Any person who is or was an agent of the Corporation, and who would be entitled to be indemnified by the Corporation under the circumstances set forth in Section 1(a) but for the fact that such person is not or was not a director, officer or employee of the Corporation, may be indemnified by the Corporation (but shall not be entitled to be indemnified by the Corporation) in a specific case to all or part of the extent set forth in Section 1(a), if the Board of Directors determines that it is in the best interests of the Corporation to grant such indemnity. Authorization for such indemnity and the extent thereof shall be determined by majority vote of a quorum of the Board of Directors.

c. Each person who was or is made a party or is threatened to be made a party to or is involved in any proceeding by reason of the fact that he or she (or a person for whom he or she is the legal representative) is or was licensed to practice law and an employee (including an employee who is or was an officer) of the Corporation or any of its direct or indirect wholly owned subsidiaries and, while acting in the course of such employment committed or is alleged to have committed any negligent acts, errors or omissions in rendering professional legal services at the request of the corporation or pursuant to his employment (including, without limitation, rendering written or oral legal opinions to third parties) shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; *provided*, that to the extent any such expenses, liabilities or losses are covered by insurance, other than insurance maintained by the Corporation, the Corporation shall be required to indemnify and hold harmless the employee only to the extent that such expenses, liabilities or losses are not covered by such insurance. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceedings in advance of its final disposition.

SECTION 2. RIGHT OF CLAIMANT TO BRING SUIT

If a claim under Section 1 is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination

prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant had not met the applicable standard of conduct.

SECTION 3. NON-EXCLUSIVITY OF RIGHTS

The rights conferred by Sections 1 and 2 shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 4. INSURANCE

The Corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

SECTION 5.

For purposes of this Article, reference to “other enterprise” shall include entities of any kind, including associations, rate bureaus and conferences.

ARTICLE VI
STOCK

SECTION 1. CERTIFICATE OF STOCK

Shares of the stock of the Corporation may be represented by certificates or uncertificated. Owners of shares of the stock of the Corporation shall be recorded in the share register of the Corporation, and ownership of such shares shall be evidenced by a certificate or book-entry notation in the share register of the Corporation. Any certificates representing such shares shall be signed by, or in the name of the Corporation by, the chairman or vice chairman of the Board of Directors, or the president or a vice president, and by the secretary or any assistant secretary, if one be appointed, or the treasurer or an assistant treasurer of the Corporation, certifying the number of shares represented by the certificate owned by such stockholder in the Corporation. Any or all of the signatures on the certificate may be facsimile.

SECTION 2. TRANSFERS OF STOCK

Upon surrender to the Corporation, or the transfer agent of the Corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new

certificate or other evidence of such new shares to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Uncertificated shares shall be transferred in the share register of the Corporation upon the written instruction originated by the appropriate person to transfer the shares.

SECTION 3. TRANSFER AND CHANGE OF ADDRESS

Title to a certificate and to the shares represented thereby can be transferred only:

(1) By delivery of the certificates, endorsed either in blank or to a specific person, by the person appearing in the certificate to be the owner of the shares represented thereby; or

(2) By delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign or transfer the same of the shares represented thereby, signed by the person appearing by the certificates to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

SECTION 4. CHANGE OF ADDRESS

Stockholders shall be responsible for notifying in writing the secretary, or the transfer agent or registrar as the case may be, if appointed by resolution of the Board, of any changes in their addresses from time to time, and failure to do so shall relieve the Corporation, its shareholders, directors, officers and the transfer agent and/or registrar, if any, of liability, for failure to direct notices, dividends, or other documents or property to an address other than the one appearing in the records of the secretary, or, if appointed, the transfer agent or registrar.

SECTION 5. RECORD DATE

The Board of Directors may fix a record date, which shall not be more than sixty or less than ten days before the date of any meeting of stockholders, nor more than sixty days prior to the time for the other action hereinafter described, as of which there shall be determined the stockholders who are entitled: to notice of or to vote at any meeting of stockholders or any adjournment thereof; to receive payment of any dividend or other distribution or allotment of any rights; or to exercise any rights with respect to any change, conversion or exchange of stock with respect to any other lawful action.

SECTION 6. LOST, STOLEN OR DESTROYED CERTIFICATES

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the board of directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

SECTION 7. REGULATIONS

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

SECTION 8. REGISTERED STOCKHOLDER

The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact hereof and, accordingly, shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

ARTICLE VII
NOTICES

SECTION 1. NOTICES

Whenever notice is required to be given to any stockholder, director, officer, or agent, such requirement shall not be construed to mean personal notice. Such notice may in every instance be effectively given by mailing a copy of such notice, postage prepaid, directly to such stockholder, director, officer or agent to his or her address as it appears on the books of the Corporation. In addition to the foregoing, whenever notice is required to be given to any director, such notice may be given by telephone, e-mail or other form of electronic transmission or communication as set forth in Article II, Section 5 of these Bylaws. The time when such notice is sent shall be at the time of the giving of the notice.

SECTION 2. WAIVERS

A written waiver of any notice, signed by a stockholder, director, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholders, director, officer, or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VIII
MISCELLANEOUS

SECTION 1. FACSIMILE SIGNATURES

In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

SECTION 2. CORPORATE SEAL

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in charge of the secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the treasurer or by the assistant secretary or assistant treasurer.

SECTION 3. RELIANCE UPON BOOKS, REPORTS AND RECORDS

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his duties, be fully protected in relying good faith upon the books of accounts or other records of the Corporation, including reports made to the Corporation by any of its officers, by an independent certified public accountant, or by an appraiser with reasonable care.

SECTION 4. FISCAL YEAR

The fiscal year of the Corporation shall be as fixed by the Board of Directors.

SECTION 5. TIME PERIODS

In applying any provisions of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days after an event, calendar days shall be used, the day of the doing of the act shall be excluded and the day of the event shall be included.

ARTICLE IX
AMENDMENTS

SECTION 1. AMENDMENTS

These Bylaws may be amended or repealed, or new bylaws may be adopted

(a) by the affirmative vote of seventy-five percent of the shares issued and outstanding and entitled to vote at any annual or special meeting of stockholders; *provided* that the notice of such meeting of stockholders whether regular or special, shall specify as one of the purposes thereof the making of such amendment or repeal; or

(b) by the affirmative vote of the majority of the Board of Directors at any regular or special meeting.

Exhibit 10.2

EXECUTION COPY

[GRAPHIC APPEARS HERE]

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of July 22, 2011

among

YRC WORLDWIDE INC.,

The Lenders Party Hereto,

and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
as Administrative Agent

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Exhibit F-3 — Form of U.S. Tax Certificate (Non-US Participants That Are Not Partnerships)
Exhibit F-4 — Form of U.S. Tax Certificate (Non-US Participants That Are Partnerships)
Exhibit G — IBT MOU

AMENDED AND RESTATED CREDIT AGREEMENT dated as of July 22, 2011 by and among YRC WORLDWIDE INC., a Delaware corporation (the "Borrower"), the LENDERS party hereto and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent.

WHEREAS, (i) the Borrower, certain of its Subsidiaries party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent thereunder, are currently party to the Credit Agreement, dated as of August 17, 2007 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement").

WHEREAS, the Borrower, the Lenders and the Administrative Agent have agreed to enter into this Agreement in order to, among other things, (i) amend and restate the Existing Credit Agreement in its entirety; (ii) re-evidence and restate the "Obligations" under, and as defined in, the Existing Credit Agreement, which shall be repayable in accordance with the terms of this Agreement; (iii) as set forth herein and in accordance with the terms of the Restructuring Agreement, give effect to the Term Loan Exchange and (iv) set forth the terms and conditions governing the Loans and Letters of Credit.

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities of the parties under the Existing Credit Agreement or be deemed to evidence or constitute full repayment of such obligations and liabilities, but that this Agreement amend and restate in its entirety the Existing Credit Agreement and re-evidence the obligations and liabilities of the Borrower and any of its Subsidiaries outstanding thereunder, which shall, after giving effect to the Term Loan Exchange, be payable in accordance with the terms hereof.

WHEREAS, it is also the intent of the Borrower and the Subsidiary Guarantors to confirm that all obligations under the applicable "Loan Documents" (as referred to and defined in the Existing Credit Agreement) shall continue in full force and effect as modified or restated by the Loan Documents (as referred to and defined herein) and that, from and after the Effective Date, all references to the "Credit Agreement" contained in any such existing "Loan Documents" shall be deemed to refer to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree that the Existing Credit Agreement is hereby amended and restated as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABL Credit Agreement" means the Credit Agreement, dated as of July 22, 2011, by and among YRCW Receivables, as borrower, the Borrower, as servicer, the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent thereunder, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof and all agreements, instruments and other documentation related thereto, in each case as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

"ABL Representative" shall have the meaning set forth in the Intercreditor Agreement.

"ABR", when used in reference to any Loan or Borrowing, refers to a Loan, or the Loans comprising such Borrowing, bearing interest at a rate determined by reference to the Alternate Base Rate.

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the date of this Agreement, by which the Borrower or any of its Subsidiaries (a) acquires any going business or all or substantially all of the assets of any firm, corporation or limited liability company, or division thereof, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding ownership interests of a partnership or limited liability company.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the greater of (i) the LIBO Rate for such Interest Period and (ii) 3.50%, multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" means JPMorgan Chase Bank, National Association, in its capacity as administrative agent for the Lenders hereunder.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agreement" means this Credit Agreement, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such page) at approximately 11:00 a.m. London time on such day and shall take into account the 3.50% "floor" contained in the definition of "Adjusted LIBO Rate" as applicable. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

"Applicable Borrower Percentage" means, with respect to any Prepayment Event, the percentage equal to 100% minus the Applicable Prepayment Percentage.

"Applicable Prepayment Percentage" means:

(a) with respect to any Asset Sale described in clause (a) of the definition of "Prepayment Event", 75%;

(b) with respect to any Asset Sale described in clause (b) of the definition of "Prepayment Event", 75%;

(c) with respect to any event described in clause (c) of the definition of "Prepayment Event", 50%; and

(d) with respect to any event described in clause (d) of the definition of "Prepayment Event", 100%.

"Applicable Rate" means, for any day, with respect to any Eurodollar Term Loan, ABR Loan or with respect to the commitment fees payable hereunder, or with respect to any Letter of Credit participation fee under Section 2.13(b), as the case may be, the applicable rate per annum set forth below under the caption "Eurodollar Spread for Eurodollar Term Loans", "Commitment Fee Rate" or "ABR Spread for Term Loans", as the case may be:

Eurodollar Spread for Eurodollar Term Loans	Commitment Fee Rate	ABR Spread for Term Loans
6.50%	7.50%	5.50%

"Approved Fund" has the meaning assigned to such term in Section 9.04.

"Asset Sale" means any sale, transfer or other disposition by the Borrower or any of its Subsidiaries to any Person (including by way of redemption by such Person) of any asset (including, without limitation, any capital stock or other securities of, or equity interests in, another Person) other than (a) sales of inventory for fair value in the ordinary course of business, (b) sales by the Borrower or any Subsidiary of Permitted Receivables/ABL Related Assets or any interest therein under Permitted Receivables/ABL Facilities or in connection with the Permitted ABS Acquisition on the Effective Date, (c) sales or other dispositions of assets by (i) the Borrower or a Domestic Subsidiary to a Domestic Loan Party or (ii) any Foreign Subsidiary to the Borrower or any of its Subsidiaries, (d) nonexclusive licenses of patents, copyrights, trademarks, trade secrets and other intellectual property to an Affiliate of the Borrower or to third parties in the ordinary course of business consistent with past practices, (e)(i) leases, subleases and terminations and abandonment of any leasehold interest in real property and (ii) granting of easements or rights of way in respect of real property, in each case, in the ordinary course of business consistent with past practices, (f) sales, transfers and other dispositions to the extent that such property is exchanged for credit against the purchase price of similar replacement property in the ordinary course of business, (g) the granting of Liens permitted hereunder, (h) transfers of property subject to casualty or eminent domain and (i) sales, transfers or other dispositions pursuant to the Project Delta Purchase Agreement (as in effect on the Effective Date).

"Assignment and Assumption" means an assignment and assumption agreement entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Attributable Debt" 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.

"Attributable Receivables Indebtedness" at any time means the principal amount of Indebtedness which (i) if a Permitted Receivables/ABL Facility is structured as a secured lending agreement, constitutes the principal amount of such Indebtedness or (ii) if a Permitted Receivables/ABL Facility is structured as a purchase agreement, would be outstanding at such time under the Permitted Receivables/ABL Facility if the same were structured as a secured lending agreement rather than a purchase agreement.

"Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the US Tranche Revolving Commitments.

"Available Cash" means, as of any date of determination, the sum of (i) Unrestricted Cash in respect of which the Administrative Agent shall have a perfected security interest (subject solely to (x) a Lien in favor of the ABL Representative and (y) Permitted Encumbrances in favor of depositary banks), all as of such date, plus (ii) the amount available for drawing under any Permitted Receivables/ABL Facility as of such date. Available Cash shall be tested on each Business Day based on the daily average as of the end of business for the immediately preceding three (3) Business Days; provided that for the avoidance of doubt, at no time shall any amounts on deposit in the Escrow Accounts or in the Collateralized LC Facility Accounts constitute "Available Cash" for purposes of this definition.

"Available Basket Amount" shall initially be $0, which amount shall be (A) increased (i) on each due date of any mandatory prepayment in respect of Excess Cash Flow (a "Excess Cash Flow Payment Date"), so long as any repayment required pursuant to Section 2.12(e) has been made, by an amount equal to the remainder of Excess Cash Flow for the immediately preceding fiscal year (each an "Excess Cash Flow Payment Period") multiplied by a percentage equal to 50%, (ii) on the date of receipt by the Borrower after the Effective Date of Net Cash Proceeds from any sale or issuance of Equity Interests by the Borrower or any contribution to the common equity capital of the Borrower, the amount of such Net Cash Proceeds, in each case to the extent not required to prepay the Loans pursuant to Section 2.12(d), (iii) on the date of each such reduction in Investments of the type described below, by the net reduction in Investments made by the Borrower or any Subsidiary after the Effective Date in any Person in reliance on Section 6.13 resulting from principal payments, repurchases, repayments or redemptions of such Investments by such Person, proceeds realized on the sale of such Investments and proceeds representing the return of capital (other than Restricted Payments on such Investments) or otherwise, in each case to the extent received in cash or Permitted Investments by the Borrower or any of its Subsidiaries; provided, however, that the amounts described in preceding clause (iii) shall not exceed, in the case of any such Person, the amount of Investments made after the Effective Date in reliance on Section 6.13 (and treated as Investments thereunder) by the Borrower or any Subsidiary in such Person, and (B) reduced on the date (x) any Restricted Payment is made in reliance on Section 6.10, (y) any payment is made in reliance on Section 6.16 or (z) any Investment is made (or deemed made) pursuant to Section 6.13, by the amount of such Restricted Payment, payment or Investment, as the case may be.

"Bank Group Representative" has the meaning set forth in the Intercreditor Agreement.

"Banking Services" means each and any of the following bank services provided to the Borrower or any Subsidiary by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, commercial credit cards and purchasing cards), (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

"Banking Services Agreement" means any agreement entered into by the Borrower or any Subsidiary in connection with Banking Services.

"Banking Services Obligations" means any and all obligations of the Borrower or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"BofA Lease" means that certain Master Equipment Lease Agreement, dated as of August 6, 2001, by and among Banc of America Leasing & Capital, LLC, any other lessors or creditors thereunder from time to time party thereto and certain of the Loan Parties, including all exhibits, schedules, annexes and assignments in respect thereof, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Borrower" means YRC Worldwide Inc., a Delaware corporation.

"Borrowing" means Loans of the same Type, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollars in the London interbank market.

"Capital Expenditures" means, without duplication, any expenditures for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Borrower and its Subsidiaries prepared in accordance with GAAP.

"Capitalized Lease Obligations" means, with respect to any Person, all rental obligations of such Person which, under GAAP, are or will be required to be capitalized on the books of such Person, in each case taken at the amount thereof accounted for as indebtedness in accordance with such principles; provided, however, that, for the avoidance of doubt, any obligations relating to a lease that was accounted for by such Person as an operating lease as of the Closing Date and any similar lease entered into after the Closing Date by such Person shall be accounted for as an operating lease and not a Capitalized Lease Obligation.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Borrower; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the board of directors of the Borrower nor (ii) appointed by directors so nominated; (c) the Borrower ceases to own, directly or indirectly, and Control 100% (other than directors' qualifying shares) of the ordinary voting and economic power of any Loan Party (except in connection with transactions otherwise permitted under this Agreement); or (d) the occurrence of a "Fundamental Change" (as defined in the 6% Convertible Senior Note Indenture); provided that the consummation of the Restructuring Transaction shall not constitute a "Change in Control" for purposes of this Agreement.

"Change in Law" means the occurrence, after the date of this Agreement (or with respect to any Lender, if later, the date on which such Lender becomes a Lender), of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rules, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided however, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted, issued or implemented.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means any and all property owned, leased or operated by a Person covered by the Collateral Documents and any and all other property of any Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of or for the benefit of the Administrative Agent, on behalf of itself and the Holders of Secured Obligations, to secure the Secured Obligations; it being understood and agreed that Collateral does not include the Excluded Property.

"Collateral Agent" means JPMorgan Chase Bank, National Association, in its capacity as Collateral Agent under the Security Agreement and any other Collateral Document.

"Collateral Documents" means, collectively, the Security Agreement, the Security and Collateral Agency Agreement, the Mortgages, the Vehicle Title Custodian Agreement, the Intercreditor Agreement and all other agreements, instruments and documents executed in connection with this Agreement that are intended to create, perfect or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, mortgages, deeds of trust, collateral trust agreements, intercreditor agreements or collateral sharing agreements, loan agreements, notes, guarantees, subordination agreements, pledges, powers of attorney, consents, assignments, contracts, fee letters, notices, leases, financing statements and all other written matter whether heretofore, now, or hereafter executed by the Borrower or any of its Subsidiaries and delivered to the Administrative Agent, in each case as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Collateralized LC Facility Accounts" means those certain deposit accounts and securities accounts, including all cash, Permitted Investments and investment property contained therein and other proceeds of the foregoing in respect of which the Borrower or any of its Subsidiaries has granted a Lien to secure Indebtedness permitted under Section 6.01(v) to the extent permitted by Section 6.02(p).

"Commitment" means a US Tranche Commitment.

"Consolidated EBITDA" shall mean Consolidated Net Income plus, to the extent deducted from revenues in determining Consolidated Net Income, without duplication, (a) Consolidated Interest Expense, (b) expense for taxes paid or accrued, (c) depreciation (including that applied to the Borrower's equity method investments), (d) amortization (including that applied to the Borrower's equity method investments), (e) extraordinary, non-cash charges, expenses or losses incurred other than in the ordinary course of business, (f) non-recurring (including non-recurring and unusual) non-cash charges, expenses or losses (including non-cash impairment charges) incurred other than in the ordinary course of business, (g) non-cash expenses related to stock based compensation or stock appreciation rights, (h) the actual aggregate amount of transaction and restructuring professional fees paid by the Borrower and its Subsidiaries during such four fiscal quarters, (i) to the extent applicable charges, expenses and losses incurred in respect of the transaction consummated pursuant to the Project Delta Purchase Agreement, (j) deferred financing, legal and accounting costs with respect to the Borrower's indebtedness that are charged to non-interest expense on the Borrower's income statement, minus, to the extent included in Consolidated Net Income, (k) interest income, (l) income tax credits and refunds (to the extent not netted from tax expense), (m) any cash payments made during such period in respect of items described in clauses (e), (f) or (g) above subsequent to the fiscal quarter in which the relevant non-cash expenses or losses were incurred, (n) any income or gains resulting from the early retirement, redemption, defeasance, repayment or similar actions in respect of Indebtedness, and (o) extraordinary, unusual or non-recurring income or gains realized other than in the ordinary course of business, all calculated for the Borrower and its Subsidiaries in accordance with GAAP on a consolidated basis.

For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a "Reference Period"), (a) if at any time during such Reference Period the Borrower or any Subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period, and (b) if during such Reference Period the Borrower or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect (reasonably satisfactory to the Administrative Agent) thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition, "Material Acquisition" means any acquisition of property or series of related acquisitions of property that (a) constitutes (i) assets comprising all or substantially all or any significant portion of a business or operating unit of a business, or (ii) all or substantially all of the common stock or other Equity Interests of a Person, and (b) involves the payment of consideration by the Borrower and its Subsidiaries in excess of $10,000,000; and "Material Disposition" means any disposition of property or series of related dispositions of property that (i) constitutes (A) assets comprising all or substantially all or any significant portion of a business or operating unit of a business or (B) all or substantially all of the common stock or other Equity Interests of a Person and (ii) yields gross proceeds to the Borrower or any of its Subsidiaries in excess of $10,000,000.

"Consolidated Indebtedness" means, at any time without duplication, the aggregate amount of all Indebtedness (or, (a) if greater, the aggregate face amount of any Indebtedness issued at a discount, (b) with respect to the Senior Notes, the aggregate face amount of the Senior Notes, as applicable, and (c) with respect to any Indebtedness (x) of any Person acquired pursuant to a Permitted Acquisition and not incurred in contemplation of such Permitted Acquisition and (y) with an aggregate face amount that is less than the aggregate stated balance sheet amount of such Indebtedness, the aggregate face amount of such Indebtedness) of the Borrower and its Subsidiaries calculated on a consolidated basis as of such time in accordance with GAAP (including, without limitation, all Loans, Capitalized Lease Obligations and all unpaid drawings in respect of any letters of credit, bankers' acceptances and similar obligations, but excluding any contingent obligations in respect of any letters of credit and bankers' acceptances). For the avoidance of doubt, Consolidated Indebtedness includes all Attributable Receivables Indebtedness of the Borrower and its Subsidiaries.

"Consolidated Interest Expense" means, for any period, the sum of the total consolidated interest expense of the Borrower and its Subsidiaries for such period (calculated without regard to any limitations on the payment thereof) plus, without duplication, (a) that portion of Capitalized Lease Obligations of the Borrower and its Subsidiaries representing the interest factor for such period, (b) the interest component of any lease payment under Attributable Debt transactions paid by the Borrower and its Subsidiaries for such period, (c) all commissions, discounts and other fees and charges owed by the Borrower or any of its Subsidiaries with respect to letters of credit, bankers' acceptances, bank guaranties, letters of guaranty and similar obligations and (d) the interest component of all Attributable Receivable Indebtedness of the Borrower and its Subsidiaries for such period.

"Consolidated Net Income" means, with reference to any period, the net income (or loss) of the Borrower and its Subsidiaries calculated in accordance with GAAP on a consolidated basis (without duplication) for such period (without deduction for minority interests); provided that (a) in determining Consolidated Net Income, the net income of any other Person which is not a Subsidiary of the Borrower or is accounted for by the Borrower by the equity method of accounting shall be included only to the extent of the payment of cash dividends or cash distributions by such other Person to the Borrower or a Subsidiary thereof during such period, (b) the net income of any Subsidiary of the Borrower (other than the Borrower) shall be excluded to the extent that the declaration or payment of cash dividends or similar cash distributions by that Subsidiary of that net income is not at the date of determination permitted by operation of its charter or any agreement, instrument or law applicable to such Subsidiary and (c) the net income (or loss) of any other Person acquired by the Borrower or a Subsidiary of the Borrower in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded.

"Contingent Obligation" means, as to any Person, any obligation of such Person as a result of such Person being a general partner of any other Person, unless the underlying obligation is expressly made non-recourse as to such general partner, and any obligation of such Person guaranteeing any Indebtedness, Capitalized Lease Obligations, or dividends ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary

obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"Contribution Deferral Agreement" means that certain Contribution Deferral Agreement, dated as of June 17, 2009, by and between YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc., USF Reddaway Inc., certain other of the Subsidiaries of the Borrower, the Trustees for the Central States, Southeast and Southwest Areas Pension Fund, the Pension Fund Entities and each other pension fund from time to time party thereto and Wilmington Trust Company, as amended and restated as of the Effective Date pursuant to the terms of Amendment 10 thereto, dated as of April 29, 2011, and all agreements, instruments and other documentation related thereto, all as the same may be amended, amended and restated, restated, supplemented or otherwise modified in accordance with the terms hereof.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Convertible Note Representative" has the meaning set forth in the Intercreditor Agreement.

"Credit Party" means the Administrative Agent, each Issuing Bank or any other Lender.

"Decreased Reporting Condition" means that Available Cash has been equal to or greater than $150,000,000 for a period of twenty (20) consecutive Business Days.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied or waived, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied or waived) or generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund participations in then outstanding Letters of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance reasonably satisfactory to it and the Administrative Agent, or (d) has become the subject of a Bankruptcy Event.

"Deferred Amendment No. 12 Fee" means $31,845,000.

"Deferred Amount" means the aggregate amount of Deferred Interest, Deferred Participation Fees, Deferred Amendment No. 12 Fee, and Deferred Commitment Fee from October 27, 2009 through and including the date immediately prior to the Effective Date, which amount is equal to $168,782,279.13 as of the Effective Date.

"Deferred Amount Conversion" has the meaning set forth in Section 2.01(e).

"Deferred Commitment Fee" means the aggregate amount of commitment fees accrued and owing by the Borrower hereunder that has been deferred in accordance with the terms of this Agreement as in effect immediately prior to the Effective Date, which amount is equal to $2,123,457.04 as of the Effective Date.

"Deferred Interest" means the aggregate amount of interest accrued and owing by the Borrower hereunder that has been deferred in accordance with the terms of this Agreement as in effect immediately prior to the Effective Date, which amount is equal to $80,394,609.05 as of the Effective Date.

"Deferred Participation Fees" means the aggregate amount of participation fees accrued and owing by the Borrower hereunder that has been deferred in accordance with the terms of this Agreement as in effect immediately prior to the Effective Date, which amount is equal to $54,419,213.04 as of the Effective Date.

"Domestic Loan Party" means the Borrower and the Subsidiary Guarantors.

"Domestic Subsidiary" means a Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Exchange" has the meaning set forth in Section 2.01(g).

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest; provided, however, that all convertible Indebtedness, including the 3.375% Contingent Convertible Senior Notes, the 5% Contingent Convertible Senior Notes, the 6% Convertible Senior Notes, the 10% Restructuring Convertible Senior Notes and the 10% New Convertible Senior Notes shall be deemed Indebtedness, and not Equity Interests, unless and until the applicable part of any of such Indebtedness is converted into common stock of the Borrower.

"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 Borrower, 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 Borrower 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 Borrower 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 Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Borrower or any of its ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition upon the Borrower or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Escrow Accounts" means those certain accounts contemplated by (and as defined in) the ABL Credit Agreement in effect as of the Effective Date.

"Escrow Agreements" means those certain escrow agreements contemplated by (and as defined in) the ABL Credit Agreement in effect as of the Effective Date.

"Eurodollar", when used in reference to any Loan or Borrowing, means that such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excess Cash Flow" means, for any fiscal year of the Borrower (commencing with the fiscal year ending December 31, 2012), the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income for such fiscal year, (ii) the amount of all non-cash charges (including depreciation and amortization and stock compensation) deducted in arriving at such Consolidated Net Income, (iii) decreases in Working Capital for such fiscal year, and (iv) the aggregate net amount of non

cash loss on the disposition of property by the Borrower and its Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income over (b) the sum, without duplication, of (i) the amount of all non-cash credits included in arriving at such Consolidated Net Income, (ii) the aggregate amount actually paid by the Borrower and its Subsidiaries in cash during such fiscal year on account of Capital Expenditures (excluding the principal amount of Indebtedness incurred in connection with such expenditures and any such expenditures financed with the proceeds of asset dispositions that have not yet been used to pay down the Loans), (iii) the aggregate amount of all mandatory prepayments of the Term Loans during such fiscal year, (iv) the aggregate amount of all regularly scheduled principal payments of Long-Term Debt (including the Term Loans) of the Borrower and its Subsidiaries made during such fiscal year (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), (v) increases in Working Capital for such fiscal year, (vi) the aggregate amount of payments in such fiscal year to any Plan, to the extent not already reflected in Consolidated Net Income and (vii) the aggregate net amount of non-cash gain on the disposition of property by the Borrower and its Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business).

"Excluded Property" means (a) Specified Receivables Assets, (b) (i) any property to the extent any grant of a security interest therein (A) is prohibited by applicable law or governmental authority or (B) is prohibited by or constitutes a breach or default under or results in the termination of, or requires any consent not obtained under any applicable shareholder or similar agreement or (ii) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if, and only for so long as, the grant of a security interest shall constitute or result in a breach, termination or default under any such lease, license, contract, property right or agreement, other than in the case of each of clause (i) and (ii), to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-408 of the UCC of any relevant jurisdiction, provided, however, that any portion of any such property, lease, license, contract, property right or agreement shall cease to constitute Excluded Property at the time and to the extent that the grant of a security interest therein does not result in any of the consequences specified above, (c) any motor vehicle (other than tractors, trailers and other rolling stock and equipment) consisting of a personal employee or light vehicle having an individual fair market value not in excess of $40,000 and the perfection of a security interest in which is excluded from the UCC in the relevant jurisdiction; provided, that, this clause (c) shall only exclude such vehicles having an aggregate fair market value of not more than $1,000,000, (d) deposit accounts for the sole purpose of funding payroll obligations, tax obligations or holding funds owned by Persons other than the Grantors, each Escrow Account (until the related Escrow Agreement has been terminated) and the Collateralized LC Facility Accounts and (e) intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under Federal law.

"Excluded Taxes" means, with respect to any payment made by any Loan Party under any Loan Document, any of the following Taxes imposed on or with respect to a Recipient:

(a) income or franchise Taxes imposed on (or measured by) net income by the United States of America, or by the jurisdiction under the laws of which such Recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located;

(b) any branch profits Taxes imposed by the United States of America or any similar Taxes imposed by any other jurisdiction in which the Borrower is located; and

(c) in the case of a Lender (other than an assignee pursuant to a request by the Borrower under Section 2.20(b)), any U.S. Federal withholding Taxes resulting from any law in effect (including FATCA) on the date such Lender becomes a party to this Agreement (or designates a new lending office) or is attributable to such Lender's failure to comply with Section 2.18(f), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Taxes pursuant to Section 2.18(f).

"Existing Credit Agreement" is defined in the recitals hereof.

"Existing Letters of Credit" has the meaning given to such term in Section 2.06(k).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement, and any current or future regulations or official interpretations thereof.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of the Borrower.

"First Tier Foreign Subsidiary" means each Foreign Subsidiary with respect to which any one or more of the Borrower and its Domestic Subsidiaries directly owns or controls more than 50% of such Foreign Subsidiary's issued and outstanding Equity Interests.

"First Tier Foreign Insurance Subsidiary" means a First Tier Foreign Subsidiary of the Borrower formed for the purpose of providing insurance primarily to the Borrower and its Subsidiaries.

"5% Contingent Convertible Senior Note Indenture" means the Indenture in respect of 5% Contingent Convertible Senior Notes due 2023, dated as of August 8, 2003 among the Borrower and Deutsche Bank Trust Company Americas, as trustee thereunder, as in effect on the Effective Date and as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"5% Contingent Convertible Senior Notes" means, collectively, (i) the Borrower's 5% Contingent Convertible Senior Notes due 2023 issued pursuant to the 5% Contingent Convertible Senior Note Indenture and (ii) the Borrower's 5% Net Share Settled Contingent Convertible Senior Notes due 2023 issued pursuant to the 5% Net Share Settled Contingent Convertible Senior Note Indenture.

"5% Net Share Settled Contingent Convertible Senior Note Indenture" means the Indenture in respect of 5% Net Share Settled Contingent Convertible Senior Notes due 2023, dated as of December 31, 2004 among the Borrower and Deutsche Bank Trust Company Americas, as trustee thereunder, as in effect on the Effective Date and as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"Foreign Subsidiary" means any Subsidiary which is not a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in the United States of America.

"Governmental Authority" means the government of the United States of America or any other nation, any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including, without limitation, the European Union.

"Grantor" means each Domestic Loan Party or any other Subsidiary which is a party to a Collateral Document.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Holders of Secured Obligations" means the holders of the Secured Obligations from time to time and shall include (a) each Lender and each Issuing Bank in respect of its Loans and LC Exposure respectively, (b) the Administrative Agent, the Issuing Banks and the Lenders in respect of all other present and future obligations and liabilities of the Borrower and each Subsidiary of every type and description arising under or in connection with this Agreement or any other Loan Document, (c) each Lender and Affiliate of such Lender in respect of Swap Agreements and Banking Services Agreements entered into with such Person by the Borrower or any Subsidiary, (d) each indemnified party under Section 9.03 in respect of the obligations and liabilities of the Borrower to such Person hereunder and under the other Loan Documents, and (e) their respective successors and (in the case of a Lender, permitted) transferees and assigns.

"IBT MOU" means the Agreement for the Restructuring of the YRC Worldwide, Inc. Operating Companies, dated September 24, 2010, among YRC Inc., USF Holland, Inc. and New Penn Motor Express , Inc. (collectively, the "Employers") and the Teamsters National Freight Industry Negotiating Committee ("TNFINC") (a copy of which is attached hereto as Exhibit G).

"Increased Reporting Condition" means that Available Cash has been less than $150,000,000 for a period of four (4) consecutive Fridays.

"Indebtedness" means, as to any Person, without duplication, (i) all indebtedness (including principal, interest, fees and charges) of such Person for borrowed money or for the deferred purchase price (deferred in excess of 90 days) of property or services, (ii) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit, bankers' acceptances, bank guaranties, letters of guaranty and similar obligations issued for the account of such Person and all unpaid drawings in respect thereof, (iii) all Indebtedness of the types described in clause (i), (ii), (iv), (v), (vi), (vii) or (viii) of this definition secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person (provided that, if the Person has not assumed or otherwise become liable in respect of such Indebtedness, such Indebtedness shall be deemed to be in an amount equal to the fair market value of the property to which such Lien relates as determined in good faith by such Person), (iv) the aggregate amount of all Capitalized Lease Obligations of such Person, (v) all obligations of such Person to pay a specified purchase price for goods or services, whether or not delivered or accepted, which constitute take-or-pay obligations, (vi) all Contingent Obligations of such Person, (vii) all obligations under any Swap Agreement or under any similar type of agreement, except that if any agreement relating to such obligation provides for the netting of amounts payable by and to such Person thereunder or if any such agreement provides for the simultaneous payment of amounts by and to such Person, then in each such case, the amount of such obligation shall be the net amount thereof, (viii) all Attributable Debt of such Person, (ix) all Attributable Receivables Indebtedness of such Person and (x) the Specified Pension Fund Obligations. Notwithstanding the foregoing, Indebtedness shall not include (i) trade payables and accrued expenses incurred by any Person in accordance with customary practices and in the ordinary course of business of such Person or (ii) any current and undeferred pension contributions or health and welfare contributions due from such Person and/or its applicable Subsidiaries to any Pension Fund Entity.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by any Loan Party under any Loan Document and (b) Other Taxes.

"Initial Subsidiary Guarantor" means each Person listed on Schedule 1.01A.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of July 22, 2011, by and among the Administrative Agent, U.S. Bank National Association (as agent on behalf of the holders of the 10% Restructuring Convertible Senior Notes), U.S. Bank National Association (as agent on behalf of the holders of the 10% New Convertible Senior Notes), Wilmington Trust Company (as agent on behalf of the Pension Fund Entities), the ABL Representative, the Borrower and certain of its Subsidiaries, as the same may be amended, amended and restated, restated, supplemented, modified, restructured, refinanced, replaced, extended or renewed from time to time.

"Interest Coverage Ratio" means, as of the end of any Test Period, the ratio of Consolidated EBITDA at such time to Consolidated Interest Expense paid or payable in cash as of the end of any Test Period.

"Interest Election Request" means a request by the Borrower to convert or continue a Term Loan Borrowing in accordance with Section 2.08.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each month, (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than one month's duration, each day prior to the last day of such Interest Period that occurs at intervals of one month's duration after the first day of such Interest Period and (c) the Maturity Date.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending, as applicable, on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrower may elect;

provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Investment" has the meaning assigned to such term in Section 6.13.

"IRS" means the United States Internal Revenue Service.

"Issuing Bank" means (i) JPMorgan Chase Bank, National Association, Bank of America, N.A., Wells Fargo Bank, National Association and SunTrust Bank and (ii) each other Lender acceptable to the Administrative Agent and the Borrower that has entered into an Issuing Bank Agreement, in each case in its capacity as an issuer of Letters of Credit hereunder, and their respective successors in such capacity as provided in Section 2.06(i). Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference to the "Issuing Bank" herein with respect to a particular Letter of Credit shall mean the Issuing Bank that issued, or is being requested to issue, such Letter of Credit. In all other cases, a reference to the "Issuing Bank" means any Issuing Bank or each Issuing Bank, as the context may require.

"Issuing Bank Agreement" means an agreement in the form of Exhibit C, or in any other form reasonably satisfactory to the Administrative Agent, pursuant to which a Lender agrees to act as an Issuing Bank.

"Jiayu Acquisition" means the acquisition by YRC Logistics Asia Limited of 100% of the equity interests of Shanghai Jiayu Logistics Co., Ltd., pursuant to the terms of that certain Equity Interest Sale and Purchase Agreement dated as of December 20, 2007, by and among YRC Logistics Asia Limited, Guoliang Zhai and Fengjun Qian.

"LC Collateral Account" has the meaning assigned to such term in Section 2.06(j).

"LC Disbursement" means a payment made by any Issuing Bank pursuant to a Letter of Credit issued by such Issuing Bank.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit and (b) the aggregate amount of all LC Disbursements and LC Loans that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Lender at any time shall be its US Tranche LC Exposure.

"LC Loan" means an loan made by the Revolving Lenders to the Borrower in respect of unreimbursed LC Disbursements in accordance with the terms of Section 2.06(e).

"LC Loan Rate" means, with respect to any LC Loan, a rate equal to the Alternate Base Rate plus 5.50%.

"LC Fee Payment Date" has the meaning assigned to such term in Section 2.13(b).

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement, and subject to the requirements of Section 2.06(k), the Existing Letters of Credit.

"Letter of Credit Substitution Event" has the meaning assigned to such term in Section 2.06(b).

"LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in Dollars in the London interbank market) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, as the rate for deposits in Dollars with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "LIBO Rate" with respect to such Eurodollar Borrowing for such Interest Period shall be the rate at which deposits in Dollars in an amount equal to $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Loan Documents" means (a) this Agreement, the Subsidiary Guarantee Agreement, any promissory notes delivered pursuant to this Agreement, any Letter of Credit applications, the Restructuring Agreement and the Collateral Documents, and (b) all other agreements, instruments, documents and certificates executed and delivered to, or in favor of or for the benefit of, the Administrative Agent or any Lenders and designated as a "Loan Document".

"Loan Parties" means, collectively, the Borrower and the Subsidiary Guarantors.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement (including, without limitation, any LC Loan).

"Long-Term Debt" means any Indebtedness that, in accordance with GAAP, constitutes (or, when incurred, constituted) a long-term liability.

"Material Adverse Effect" means (a) a material adverse effect on (i) the business, assets, operations or condition, financial or otherwise, of the Borrower and the Subsidiaries taken as a whole, (ii) the ability of the Borrower to perform any of its obligations under this Agreement or (iii) the rights of or benefits available to the Lenders under this Agreement and the other Loan Documents or (b) a material impairment of a material portion of the Collateral or of any Lien on any material portion of the Collateral in favor of or for the benefit of the Administrative Agent or the priority of such Liens.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the Borrower or any Subsidiary in an aggregate principal amount exceeding $10,000,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Borrower or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"Maturity Date" means March 31, 2015.

"Moody's" means Moody's Investors Service, Inc.

"Mortgage" means each mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of or for the benefit of the Administrative Agent and the Holders of Secured Obligations, on real property of a Loan Party, including any amendment, amendment and restatement, restatement, modification, supplement, extension, renewal or replacement thereto.

"Mortgage Instruments" means such title reports, ALTA title insurance policies (with endorsements), evidence of zoning compliance, property insurance, flood certifications and flood insurance, opinions of counsel, ALTA surveys, appraisals (and, if applicable FEMA form acknowledgements of insurance), environmental assessments and reports, mortgage tax affidavits and declarations and other similar information and related certifications as are reasonably requested by, and in form and substance reasonably acceptable to, the Administrative Agent from time to time.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA with respect to which the Borrower or any of its ERISA Affiliates may have any liability, contingent or otherwise.

"Net Cash Proceeds" means, with respect to any event, (a) the cash proceeds received in respect of such event including any cash received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but excluding any interest payments), but only as and when received, net of (b) the sum of (i) all reasonable fees and out-of-pocket expenses paid to third parties (other than Affiliates) in connection with such event, the amount of all payments required to be made as a result of such event to repay Indebtedness (other than Loans) secured by such asset pursuant to a Lien that is superior in priority to the Lien of the Administrative Agent and/or the Collateral Agent in respect of such asset, (iii) taxes paid and the Borrower's reasonable and good faith estimate of income, franchise, sales, and other applicable taxes required to be paid by the Borrower or any Subsidiary in connection with such disposition, the computation of which shall, in each such case, take into account the reduction in tax liability resulting from any available operating losses and net operating loss carryovers, tax credits, and tax credit carry forwards, and similar tax attributes, (iv) amounts provided as a cash reserve, in accordance with GAAP, or amounts placed in a funded escrow pledged to the Administrative Agent on behalf of the Holders of Secured Obligations (to the extent such escrow is maintained in the name of a Loan Party and the pledge is permitted pursuant to the term of the related agreements), against any liabilities under any indemnification obligations or purchase price adjustments associated with any disposition, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction (provided that, to the extent and at the time any such amounts are released from such reserve,

such amounts shall constitute Net Cash Proceeds), and (v) the Borrower's good faith estimate of payments required to be made with respect to unassumed liabilities relating to the assets sold (provided that, to the extent such cash proceeds are not so used within 120 days of such asset sale, such cash proceeds shall constitute Net Cash Proceeds).

"Non-Real Estate Asset Sale" means any Asset Sale in respect of assets of the Borrower or any of its Subsidiaries other than a Real Estate Asset Sale.

"Non-US Lender" means a Lender that is not a US Person.

"Non-US Tranche Conversion and Termination" has the meaning set forth in Section 2.01(b).

"Obligations" means the due and punctual payment of (a) the principal of and premium, if any, and interest (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made (or deemed made) to the Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (b) each payment required to be made by the Borrower under this Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (c) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower under this Agreement and the other Loan Documents.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan Document).

"Other Taxes" means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment under Section 2.20(b)).

"Parent" means, with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

"Participant" has the meaning set forth in Section 9.04(c).

"Participant Register" has the meaning set forth in Section 9.04(c).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Pension Fund Entities" means those entities identified on Schedule 1.01C hereto.

“Permitted ABS Acquisition” means the repurchase by the “Originators” under (and as defined in) the YRRFC Receivables Facility of Receivables and related assets on the Effective Date from YRRFC so long as such Originators substantially contemporaneously sell or otherwise dispose of all such Receivables and related assets to YRCW Receivables pursuant to the terms of the ABL Credit Agreement.

“Permitted Acquisition” means the Jiayu Acquisition.

“Permitted Encumbrances” means:

(a) Liens for unpaid utilities and Liens imposed by law for Taxes, in either case, that are not more than 30 days overdue or are being contested in compliance with Section 5.04;

(b) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.04;

(c) Liens arising in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security or employment laws or regulations;

(d) Liens securing the performance of bids, tenders, trade contracts, government contracts, leases, statutory obligations, surety and appeal bonds, performance and return of money bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII;

(f) easements, zoning restrictions, rights-of-way, use restrictions, minor defects or irregularities in title, reservations (including reservations in any original grant from any government of any water or mineral rights or interests therein) and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary; and

(g) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking or other financial institution arising as a matter of Law or under customary general terms and conditions encumbering deposits, pooled deposits, sweep accounts or other funds maintained with a financial institution (including the right of setoff) and that are within the general parameters customary in the banking industry or arising pursuant to such banking institutions general terms and conditions;

provided that the term “Permitted Encumbrances” shall not include any Lien securing Indebtedness.

“Permitted Investments” means:

(a) cash;

(b) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America) or any member state of the European Union, in each case maturing within one year from the date of acquisition thereof;

(c) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(d) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, the Administrative Agent or any commercial bank (which has outstanding debt securities rated as referred to in paragraph (c) above) that has a combined capital and surplus and undivided profits of not less than $500,000,000;

(e) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (b) above and entered into with a financial institution satisfying the criteria of clause (d) above;

(f) investments in "money market funds" within the meaning of Rule 2a-7 of the Investment Company Act of 1940, as amended, substantially all of whose assets are invested in investments of the type described in clauses (a) through (e) above; and

(g) other short-term investments entered into in accordance with normal investment policies and practices of any Foreign Subsidiary consistent with past practices for cash management and constituting investments in governmental obligations and investment funds analogous to and having a credit risk not greater than investments of the type described in clauses (a) through (f) above.

"Permitted Lease Waiver Amount" has the meaning set forth in clause (q) of Article VII.

"Permitted Receivables/ABL Facility" means the receivables facility or facilities created under the Permitted Receivables/ABL Facility Documents, providing for (i) the sale or pledge by the Borrower and/or one or more other Receivables Sellers of Permitted Receivables/ABL Facility Assets (thereby providing financing to the Borrower and the Receivables Sellers) to the Receivables Entity (either directly or through another Receivables Seller), which in turn shall sell, pledge interests in or otherwise grant a Lien on the respective Permitted Receivables/ABL Facility Assets to third-party investors or creditors pursuant to the Permitted Receivables/ABL Facility Documents (with the Receivables Entity permitted to issue investor certificates, purchased interest certificates or other similar documentation evidencing interests in the Permitted Receivables/ABL Facility Assets) in return for the cash used by the Receivables Entity to purchase the Permitted Receivables/ABL Facility Assets from the Borrower and/or the respective Receivables Sellers, or (ii) financing of Receivables (and assets of the type that would otherwise constitute Permitted Receivables/ABL Related Assets) of any Receivables Seller party to the Yellow Receivables Facility as in effect on the Effective Date and pursuant to a refinancing or replacement financing facility permitted in accordance with the terms of this Agreement, in the case of each of clause (i) and (ii) above, as more fully set forth in the Permitted Receivables/ABL Facility Documents. The Yellow Receivables Facility as in effect on the Effective Date shall be deemed to be a "Permitted Receivables/ABL Facility" under this Agreement.

"Permitted Receivables/ABL Facility Assets" means (i) Receivables (whether now existing or arising in the future) of the Borrower and its Subsidiaries which are transferred or pledged to the Receivables Entity pursuant to the Permitted Receivables/ABL Facility and any related Permitted Receivables/ABL Related Assets which are also so transferred or pledged to the Receivables Entity and all proceeds thereof and (ii) loans to the Borrower and its Subsidiaries secured by Receivables (whether now existing or arising in the future) and any Permitted Receivables/ABL Related Assets of the Borrower and its Subsidiaries which are made pursuant to the Permitted Receivables/ABL Facility. The assets securing the Yellow Receivables Facility as in effect on the Effective Date shall be deemed to be "Permitted Receivables/ABL Facility Assets" under this Agreement.

"Permitted Receivables/ABL Facility Documents" means each of the documents and agreements entered into in connection with the Permitted Receivables/ABL Facility, including all documents and agreements relating to the issuance, funding and/or purchase of certificates and purchased interests or extensions of credit, all of which documents and agreements shall be in form and substance reasonably satisfactory to the Administrative Agent, in each case as such documents and agreements may be amended, modified, supplemented, refinanced or replaced from time to time so long as (i) any such amendments, modifications, supplements, refinancings or replacements do not impose any conditions or requirements on the Borrower or any of its Subsidiaries that are more restrictive in any material respect than those in existence immediately prior to any such amendment, modification, supplement, refinancing or replacement, (ii) any such amendments, modifications, supplements, refinancings or replacements are not adverse in any material respect to the interests of the Lenders (it being understood and agreed that any amendment, modification, supplement, refinancing or replacement that releases any Liens held by any Loan Party on the assets of the borrower under any Permitted Receivables/ABL Facility (other than the contemporaneous release of any junior priority Lien in favor of any such Loan Party concurrently with the release of any senior priority Lien under such Permitted Receivables/ABL Facility in accordance with the terms and conditions of any intercreditor agreement reasonably acceptable to the Administrative Agent) shall be deemed to be materially adverse to the Lenders), (iii) to the extent the Intercreditor Agreement shall be amended, modified, supplemented or otherwise replaced in connection with any amendment, modification, supplement, refinancing or replacement of any Permitted Receivables/ABL Facility, such amendment, modification, supplement or replacement intercreditor agreement shall not be less favorable to the Holders of Secured Obligations (taken as a whole) than the Intercreditor Agreement as in effect as of the Effective Date (it being understood that an intercreditor agreement providing for the subordination of Liens granted to the or for the benefit of the Collateral Agent in Receivables and related assets to secure any such refinancing or replacement of any Permitted Receivables/ABL Facility shall not be deemed less favorable so long as the terms of such lien subordination are consistent with the lien subordination terms set forth in the Intercreditor Agreement as in effect on the Effective Date (assuming such lien subordination was applicable to Receivables and related assets)), and (iv) any such amendments, modifications, supplements, refinancings or replacements are otherwise in form and substance reasonably satisfactory to the Administrative Agent. It is understood and agreed that the documentation for the Yellow Receivables Facility delivered to the Administrative Agent on or prior to the Effective Date are satisfactory in form and substance to the Administrative Agent and constitute "Permitted Receivables/ABL Facility Documents" under this Agreement.

"Permitted Receivables/ABL Related Assets" means any other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving receivables similar to Receivables and any collections or proceeds of any of the foregoing. The assets subject to the Yellow Receivables Facility as in effect on the Effective Date constitute "Permitted Receivables Related Assets" under this Agreement.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any employee pension benefit plan (other than a Multiemployer 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 Borrower 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.

“Prepayment Event” means (without duplication):

(a) any Real Estate Asset Sale; or

(b) any Non-Real Estate Asset Sale; or

(c) the issuance of any common stock or other Equity Interests by the Borrower or any Subsidiary (other than (i) common stock or other Equity Interests issued to the employees, directors or officers and other members of management of the Borrower or any Subsidiary in connection with equity incentive plans, (ii) common stock or other Equity Interests issued to the Borrower or any Wholly-Owned Subsidiary, (iii) common stock issued to finance Capital Expenditures and Investments permitted by Section 6.13, (iv) common stock issued pursuant to any permitted convertible Indebtedness and (v) common stock or other Equity Interests, solely to the extent that the Net Cash Proceeds of which are used to repay Indebtedness under the 6% Convertible Senior Notes); or

(d) the incurrence by the Borrower or any Subsidiary of any Indebtedness, other than Indebtedness permitted under Section 6.01.

“Prime Rate” means the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, National Association as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“Project Delta Purchase Agreement” means that certain Equity Interest Purchase Agreement, dated as of June 25, 2010, by and among the Borrower, certain of its Subsidiaries and CEG Holdings, Inc. as in effect on July 28, 2010 and without giving effect to any subsequent modifications thereto that would be materially adverse to the Lenders (it being understood and agreed that any reduction of the purchase price thereunder (whether individually or in the aggregate) in excess of $1,000,000 shall be deemed to be materially adverse to the Lenders).

“RBS Lease” means that certain Master Lease Agreement, dated as of January 17, 2008, by and among RBS Asset Finance, any other lessors or creditors thereunder from time to time party thereto and certain of the Loan Parties, including all exhibits, schedules, annexes and assignments in respect thereof, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Real Estate Asset Sale” means any Asset Sale in respect of real property assets of the Borrower or any of its Subsidiaries.

“Receivables” means all accounts receivable (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance).

“Receivables Entity” means a Wholly-Owned Subsidiary of the Borrower which engages in no activities other than in connection with the financing of accounts receivable of the Receivables Sellers and which is designated (as provided below) as the “Receivables Entity” (a) no portion of the

Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by the Borrower or any other Subsidiary of the Borrower (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness)) pursuant to Standard Securitization Undertakings, (ii) is recourse to or obligates the Borrower or any other Subsidiary of the Borrower in any way (other than pursuant to Standard Securitization Undertakings) or (iii) subjects any property or asset of the Borrower or any other Subsidiary of the Borrower, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings, (b) with which neither the Borrower nor any of its Subsidiaries has any contract, agreement, arrangement or understanding (other than pursuant to the Permitted Receivables/ABL Facility Documents (including with respect to fees payable in the ordinary course of business in connection with the servicing of accounts receivable and related assets)) on terms less favorable to the Borrower or such Subsidiary than those that might be obtained at the time from persons that are not Affiliates of the Borrower, and (c) to which neither the Borrower nor any other Subsidiary of the Borrower has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation shall be evidenced to the Administrative Agent by filing with the Administrative Agent an officer's certificate of a Financial Officer of the Borrower certifying that, to the best of such officer's knowledge and belief after consultation with counsel, such designation complied with the foregoing conditions. On the Effective Date, YRCW Receivables shall be deemed a "Receivables Entity" under this Agreement.

"Receivables Sellers" means the Borrower and those Subsidiary Guarantors that are from time to time party to the Permitted Receivables/ABL Facility Documents.

"Recipient" means, as applicable, (i) the Administrative Agent, (ii) any Lender and (iii) any Issuing Bank.

"Regional Sub-Segments" means each of (i) Holland, (ii) New Penn and (iii) Reddaway.

"Register" has the meaning set forth in Section 9.04.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, trustees, employees, agents and advisors of such Person and such Person's Affiliates.

"Required Lenders" means, at any time, Lenders having US Tranche Revolving Exposures, outstanding principal amount of Term Loans and unused US Tranche Revolving Commitments representing at least 51% of the sum of the total US Tranche Revolving Exposures, aggregate principal amount of Term Loans and unused US Tranche Revolving Commitments at such time.

"Required Revolving Lenders" means, at any time, Lenders having US Tranche Revolving Exposures and unused US Tranche Revolving Commitments representing at least 51% of the sum of the total US Tranche Revolving Exposures and unused US Tranche Revolving Commitments at such time.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Borrower or any Subsidiary.

"Restructuring Agreement" means that certain letter agreement, dated as of April 29, 2011, by and among the Borrower and the other Loan Parties party thereto, the Administrative Agent and certain of the Lenders, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Restructuring Transaction" means, collectively, those certain transactions defined in the Restructuring Agreement.

"Revolving Lender" means, as of any date of determination, each Lender that has a US Tranche Revolving Commitment or, if the US Tranche Revolving Commitments have terminated or expired, a Lender with US Tranche Revolving Exposure.

"Revolving Loan Conversion" has the meaning set forth in Section 2.01(d).

"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.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

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

"Secured Obligations" means all Obligations, together with all Swap Obligations and Banking Services Obligations owing to one or more Lenders or their respective Affiliates.

"Security Agreement" means that certain Amended and Restated Pledge and Security Agreement (including any and all supplements thereto), dated as of July 22, 2011, by and among the Domestic Loan Parties, the Administrative Agent and the Collateral Agent, for the benefit of the Administrative Agent, the Collateral Agent and the other Holders of Secured Obligations, and any other pledge or security agreement entered into, after the date of this Agreement by any other Loan Party (as required by this Agreement or any other Loan Document), or any other Person, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Security and Collateral Agency Agreement" means that certain Security and Collateral Agency Agreement, dated as of July 22, 2011, by and among the Collateral Agent, JPMorgan Chase Bank, National Association, as Bank Group Representative, U.S. Bank National Association as Convertible Note Representative, the Borrower and the Subsidiaries of the Borrower party thereto from time to time, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Senior Notes" means the 5% Contingent Convertible Senior Notes, the 3.375% Contingent Convertible Senior Notes, the 6% Convertible Senior Notes, the 10% Restructuring Convertible Senior Notes and the 10% New Convertible Senior Notes, as applicable.

"Senior Notes Documents" means the 10% New Convertible Senior Notes Indenture, 10% Restructuring Convertible Senior Notes Indenture, the 5% Contingent Convertible Senior Notes Indenture, the 5% Net Share Settled Contingent Convertible Senior Notes Indenture, the 3.375% Contingent Convertible Senior Notes Indenture, 3.375% Net Share Settled Contingent Convertible Senior Notes Indenture, and the 6% Convertible Senior Notes Indenture and the "Collateral Documents" under and as defined in each of the 10% New Convertible Senior Notes Indenture and the 10% Restructuring Convertible Senior Notes Indenture.

"6% Convertible Senior Notes Indenture" means the Indenture in respect of the 6% Convertible Senior Notes due 2014 among the Borrower and U.S. Bank National Association, as trustee thereunder, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"6% Convertible Senior Notes" means the Borrower's 6% Convertible Senior Notes due 2014 issued pursuant to the 6% Convertible Senior Notes Indenture.

"Solvent" means, in reference to any Person, (i) the fair value of the assets of such Person, at a fair valuation, will exceed its probable debts and liabilities, subordinated, contingent or otherwise; (ii) the present fair saleable value of the property of any Person (or a going concern basis) will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) such Person will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) such Person will not have unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Equity Interests" means the Series B Convertible Preferred Stock of the Borrower issued pursuant to that certain Certificate of Designations, Preferences, Powers and Rights of Series B Convertible Preferred Stock of YRC Worldwide Inc.

"Specified Pension Fund Obligations" means the payment obligations due from the Borrower and/or its applicable Subsidiaries to the Pension Fund Entities under the terms and conditions of the Contribution Deferral Agreement.

"Specified Properties" means those parcels of real property set forth on Schedule 6.18 (and all accessions, proceeds and related property).

"Specified Receivables Assets" means Permitted Receivables/ABL Facility Assets transferred pursuant to a receivables facility or facilities created under the Permitted Receivables/ABL Facility Documents providing for the sale or pledge by the Borrower and/or one or more other Receivables Sellers of Permitted Receivables/ABL Facility Assets (thereby providing financing to the Borrower and the Receivables Sellers) to the Receivables Entity (either directly or through another Receivables Seller), which in turn shall sell or pledge interests in the respective Permitted Receivables/ABL Facility Assets to third-party investors pursuant to the Permitted Receivables/ABL Facility Documents (with the Receivables Entity permitted to issue investor certificates, purchased interest certificates or other similar documentation evidencing interests in the Permitted Receivables/ABL Facility Assets) in return for the cash used by the Receivables Entity to purchase the Permitted Receivables/ABL Facility Assets from the Borrower and/or the respective Receivables Sellers, in each case as more fully set forth in the Permitted Receivables/ABL Facility Documents. The assets securing the Yellow Receivables Facility as in effect on the Effective Date shall be deemed to be "Specified Receivables Assets" under this Agreement.

"Specified Value" means, with respect to any Specified Property, the net book value thereof as of February 28, 2009, as set forth on Schedule 6.18.

"Standard Securitization Undertakings" means representations, warranties, covenants, guaranties and indemnities entered into by the Borrower or any Subsidiary thereof in connection with the Permitted Receivables/ABL Facility which are reasonably customary in an accounts receivable transaction. The representations, warranties, covenants, guaranties and indemnities set forth in the Yellow Receivables Facility as in effect on the Effective Date constitute "Standard Securitization Undertakings" under this Agreement.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D of the Board. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D of the Board or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subordinated Indebtedness" means any Indebtedness of the Borrower or any Subsidiary the payment of which is subordinated to payment of the obligations under the Loan Documents.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, unlimited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, unlimited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower; provided, that Persons that would be required in accordance with GAAP to be consolidated with the Borrower, but which are not otherwise controlled by the Borrower shall be "Subsidiaries" hereunder solely for the purpose of making calculations under Section 6.07 hereof, but shall not be "Subsidiaries" hereunder for purposes of any representation, warranty or other covenant hereunder; provided, further, that, subject to the next succeeding proviso, upon the "Closing" (as defined in the Project Delta Purchase Agreement) YRC Logistics Philippines, Inc. (Philippines) (the "Affected Subsidiary") shall be excluded from the definition of "Subsidiary" hereunder; provided, however, that such Affected Subsidiary shall cease to be excluded from the definition of "Subsidiary" hereunder on the first anniversary of the "Closing" (as defined in the Project Delta Purchase Agreement) unless on or prior to such first anniversary the Borrower shall have received the "Delayed Payment Amount" (as defined in the Project Delta Purchase Agreement) in respect of such Affected Subsidiary in accordance with the terms of the Project Delta Purchase Agreement.

"Subsidiary Guarantee Agreement" means the Second Amended and Restated Subsidiary Guarantee Agreement, dated as of July 22, 2011, made by the Subsidiary Guarantors in favor of the Administrative Agent for the benefit of the Lenders.

"Subsidiary Guarantors" means each Person that is a party to the Subsidiary Guarantee Agreement as a Subsidiary Guarantor pursuant to the terms of Section 5.09, and the permitted successors and assigns of each such Person (except to the extent such successor or assign is relieved from its obligations under the Subsidiary Guarantee Agreement pursuant to the provisions of this Agreement); provided that any Person released from the Subsidiary Guarantee Agreement pursuant to the provisions of Section 5.09 shall no longer be a "Subsidiary Guarantor" unless and until such Person re-executes the Subsidiary Guarantee Agreement pursuant to the provisions of Section 5.09.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Swap Agreement.

"Swap Obligations" means any and all obligations of the Borrower or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder entered into with a counterparty that was a Lender or an Affiliate of a Lender at the time such Swap Agreement was entered into, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction.

"Swingline Loan Conversion" has the meaning set forth in Section 2.01(c).

"Take or Pay Obligations" means all obligations of a Person to pay a specified purchase price for goods or services, whether or not delivered or accepted, which constitute take-or-pay obligations to the extent such obligations shall have been incurred in the ordinary course of business consistent with past practices as an alternative to a prepaid contract.

"Taxes" means any present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"10% New Convertible Senior Note Indenture" means the Indenture in respect of the 10% Senior Notes due 2015, dated as of July 22, 2011, by and between the Borrower and U.S. Bank National Association, as trustee thereunder, as the same may be amended, amended and restated, restated, supplemented, modified, replaced, restructured, refinanced, extended or renewed from time to time in accordance with the terms hereof and thereof.

"10% New Convertible Senior Notes" means the Borrower's 10% Senior Notes due 2015 issued pursuant to the 10% New Convertible Senior Note Indenture.

"10% New Convertible Senior Notes Documents" means any document, agreement or instrument entered into in connection with the 10% New Convertible Senior Notes and including the 10% New Convertible Senior Note Indenture.

“10% Restructuring Convertible Senior Note Indenture” means the Indenture in respect of the 10% Senior Notes due 2015, dated as of July 22, 2011, by and between the Borrower and U.S. Bank National Association, as trustee thereunder, as the same may be amended, amended and restated, restated, supplemented, modified, replaced, restructured, refinanced, extended or renewed from time to time in accordance with the terms hereof and thereof.

“10% Restructuring Convertible Senior Notes” means the Borrower’s 10% Senior Notes due 2015 issued pursuant to the 10% Restructuring Convertible Senior Note Indenture.

“10% Restructuring Convertible Senior Notes Documents” means any document, agreement or instrument entered into in connection with the 10% Restructuring Convertible Senior Notes and including the 10% Restructuring Convertible Senior Note Indenture.

“Term Loan” means a US Tranche Term Loan and “Term Loans” means the US Tranche Term Loans.

“Term Loan Borrowing” means a US Tranche Term Loan Borrowing.

“Term Loan Exchange” has the meaning set forth in Section 2.01(f).

“Test Period” means each period of four consecutive fiscal quarters of the Borrower then last ended (in each case taken as one accounting period).

“13-Week Cash Flow Projections” has the meaning assigned to such term in Section 5.01(f).

“3.375% Contingent Convertible Senior Notes” means, collectively, (i) the Borrower’s 3.375% Contingent Convertible Senior Notes due 2023 issued pursuant to the 3.375% Senior Note Indenture and (ii) the Borrower’s 3.375% Net Share Settled Contingent Convertible Senior Notes due 2023 issued pursuant to the 3.375% Net Share Settled Contingent Convertible Senior Note Indenture.

“3.375% Net Share Settled Contingent Convertible Senior Note Indenture” means the Indenture in respect of 3.375% Net Share Settled Contingent Convertible Senior Notes due 2023, dated as of December 31, 2004 among the Borrower and Deutsche Bank Trust Company Americas, as trustee thereunder, as in effect on the Effective Date and as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

“3.375% Senior Note Indenture” means the Indenture in respect of 3.375% Contingent Convertible Senior Notes due 2023, dated as of November 25, 2003 among the Borrower and Deutsche Bank Trust Company Americas, as trustee thereunder, as in effect on the Effective Date and as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

“Total Leverage Ratio” means, as of the end of any Test Period, the ratio of Consolidated Indebtedness at such time to Consolidated EBITDA for the Test Period then most recently ended.

“Tranche” means the US Tranche.

“Transactions” means (i) the execution, delivery and performance by the Borrower of this Agreement, the borrowing of Loans and the use of the proceeds thereof, the issuance of Letters of Credit hereunder and the execution, delivery and performance by the Loan Parties of the other Loan Documents,

(ii) the consummation of the Non-US Tranche Conversion and Termination, the Swingline Loan Conversion, the Revolving Loan Conversion, the Deferred Amounts Conversion, the Term Loan Exchange and the Equity Exchange and (iii) the consummation of the Restructuring Transaction.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other jurisdiction the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Unrestricted Cash" means, as of any date of determination, any unrestricted Permitted Investments held by the Borrower and its Domestic Subsidiaries as of such date.

"US Dollars" or "$" means the lawful money of the United States of America.

"US Person" means a "United States person" within the meaning of Section 7701(a)(3) of the Code.

"US Tax Certificate" has the meaning assigned to such term in Section 2.18(f)(ii)(D)(2).

"US Tranche" means the US Tranche Commitments, the US Tranche Term Loans and the US Tranche LC Exposure.

"US Tranche Available Revolving Commitment" means, at any time, the aggregate US Tranche Revolving Commitment then in effect minus the US Tranche Revolving Exposure of all the US Tranche Lenders at such time.

"US Tranche Borrowing" means a US Tranche Term Loan Borrowing.

"US Tranche Commitment" means, with respect to each US Tranche Lender, the sum of such Lender's US Tranche Revolving Commitment and US Tranche Term Loan Commitment.

"US Tranche LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit issued under the US Tranche at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time and (iii) the aggregate amount of all LC Loans outstanding at such time. The US Tranche LC Exposure of any US Tranche Lender at any time shall be its US Tranche Percentage of the total US Tranche LC Exposure at such time.

"US Tranche Lender" means a Lender with a US Tranche Commitment.

"US Tranche Percentage" means, with respect to any US Tranche Lender, (a) with respect to US Tranche LC Exposure, the percentage of the total US Tranche Revolving Commitments represented by such Lender's US Tranche Revolving Commitment (if the US Tranche Revolving Commitments have terminated or expired, the US Tranche Percentages shall be determined based upon the US Tranche Revolving Commitments most recently in effect, giving effect to any assignments); provided that in the case of Section 2.21 when a Defaulting Lender shall exist, any such Defaulting Lender's Revolving Commitment shall be disregarded in the calculation and (b) with respect to the US Tranche Term Loans, a percentage equal to a fraction the numerator of which is such US Tranche

Lender's outstanding principal amount of the US Tranche Term Loans and the denominator of which is the aggregate outstanding amount of the US Tranche Term Loans of all US Tranche Lenders; provided that in the case of Section 2.21 when a Defaulting Lender shall exist, any such Defaulting Lender's US Tranche Term Loan Commitment shall be disregarded in the calculation.

"US Tranche Revolving Commitment" means, with respect to each US Tranche Lender, the commitment of such US Tranche Lender to acquire participations in Letters of Credit issued under the US Tranche (or to make LC Loans in connection with the financing of LC Disbursements made in respect of Letters of Credit issued under the US Tranche in accordance with the terms and conditions of Section 2.06(e)) hereunder, expressed as an amount representing the maximum aggregate amount of such US Tranche Lender's US Tranche Revolving Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Sections 2.09, 2.12 and 2.19(f) and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The aggregate amount of the US Tranche Revolving Commitments on the Effective Date, following the occurrence of the Non-US Tranche Conversion and Termination, the Swingline Loan Conversion and the Revolving Loan Conversion, is $437,034,129.16. The amount of each US Tranche Lender's US Tranche Revolving Commitment is set forth on Schedule 2.01, or in the Assignment and Assumption pursuant to which such US Tranche Lender shall have assumed its US Tranche Revolving Commitment.

"US Tranche Revolving Exposure" means, with respect to any US Tranche Lender at any time, the aggregate amount of such Lender's US Tranche LC Exposure at such time.

"US Tranche Term Loan" means a term loan made by a US Tranche Lender under the Existing Credit Agreement and a term loan deemed made by a US Tranche Lender pursuant to Section 2.01.

"US Tranche Term Loan Borrowing" means a Borrowing comprised of US Tranche Term Loans.

"US Tranche Term Loan Commitment" means (a) as to any US Tranche Lender, the commitment of such US Tranche Lender to make US Tranche Term Loans and (b) as to all US Tranche Lenders, the aggregate commitment of all US Tranche Lenders to make US Tranche Term Loans; provided that, upon the Effective Date, no US Tranche Term Loan Commitment shall exist and each reference to a US Tranche Lender's US Tranche Term Loan Commitment shall refer to that US Tranche Lender's US Tranche Percentage of the US Tranche Term Loans.

"US Tranche Total Exposure" means, with respect to any US Tranche Lender at any time, the sum at such time, without duplication, of (a) the aggregate amount of such Lender's US Tranche LC Exposure at such time and (b) an amount equal to the aggregate principal amount of such Lender's US Tranche Term Loans outstanding at such time.

"Vehicle Title Custodian" has the meaning assigned to such term in Section 9.03(b).

"Vehicle Title Custodian Agreement" means that certain Amended and Restated Custodial Administration Agreement, dated as of July 22, 2011, by and among the Borrower, certain Subsidiaries of the Borrower from time to time party thereto, VINtek, Inc., U.S. Bank National Association, as Convertible Note Representative, JPMorgan Chase Bank, National Association, as Collateral Agent and JPMorgan Chase Bank, National Association, as collateral agent under the Security and Collateral Agency Agreement, as the same may be amended, amended and restated, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time.

"Volvo Lease" means that certain Master Lease Agreement, dated as of February 19, 2009, by and among VFS Leasing Co., any other lessors or creditors thereunder from time to time party thereto and certain of the Loan Parties, including all exhibits, schedules, annexes and assignments in respect thereof, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time.

"Wholly-Owned Subsidiary" means, as to any Person, (a) any corporation 100% of whose Equity Interests (other than directors' qualifying shares) is owned by such Person and/or one or more Wholly-Owned Subsidiaries of such Person, (b) any partnership, association, joint venture or other entity in which such Person and/or one or more Wholly-Owned Subsidiaries of such Person has a 100% Equity Interest (other than directors' qualifying shares) and (c) any corporation, partnership, association, business trust or limited liability entity (i) that is formed under the laws of a jurisdiction other than the United States of America, any State thereof, or the District of Columbia and (ii) with respect to which such Person and/or one or more Wholly-Owned Subsidiaries of such Person owns all of the economic benefit of a 100% equity interest, whether through an agent or otherwise; provided, that, if such Person is prohibited by law from owning 100% of such economic benefit, such Person owns all of such economic benefit that it may lawfully own and in any event not less than 98% of the total economic benefit of ownership of such entity.

"Withdrawal Liability" means liability to a Multiemployer 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.

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Working Capital" means, at any date, the excess of current assets of the Borrower and its Subsidiaries on such date over current liabilities (net of changes related to current maturities of Long-Term Debt) of the Borrower and its Subsidiaries on such date, all determined on a consolidated basis in accordance with GAAP.

"Yellow Receivables Facility" means that certain receivables facility evidenced by the ABL Credit Agreement.

"YRCW Receivables" means YRCW Receivables LLC, a Delaware limited liability company and the borrower under the Yellow Receivables Facility.

"YRRFC" means Yellow Roadway Receivables Funding Corporation, a Delaware corporation.

"YRRFC Receivables Facility" means that certain receivables facility and trust evidenced by the Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008, among YRRFC, Falcon Asset Securitization Company LLC, Three Pillars Funding LLC, Amsterdam Funding Corporation, the financial institutions party thereto as "Committed Purchasers", Wachovia Bank, National Association, as letter of credit issuer and as co-agent, SunTrust Robinson Humphrey, Inc., as co-agent, The Royal Bank of Scotland plc (as successor to ABN AMRO Bank, N.V.), as co-agent, and JPMorgan Chase Bank, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), as co-agent and as administrative agent, and the Amended and Restated Receivables Sale Agreement dated as of May 24, 2005, among YRC Inc. (as successor to Yellow Transportation, Inc. and Roadway Express, Inc.), USF Reddaway Inc., USF Holland Inc. and YRRFC, in each case, as amended, restated, amended and restated, supplemented or otherwise modified prior to the Effective Date and terminated in full on the Effective Date.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Eurodollar Loan"). Borrowings also may be classified and referred to by Type (e.g., a "Eurodollar Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders and decrees, of all Governmental Authorities. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, modified restated, supplemented, replaced, restructured, refinanced, extended or renewed (subject to any restrictions on such amendments, restatements, supplements, modifications, replacements, refinancing, restructuring, extensions or renewals set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (g) all references to "knowledge" of any Loan Party or a Subsidiary of the Borrower means the actual knowledge of a Financial Officer or executive officer of the Borrower.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value", as defined therein and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

SECTION 1.05. Status of Obligations. In the event that the Borrower or any other Loan Party shall at any time issue or have outstanding any Subordinated Indebtedness, the Borrower shall take or cause such other Loan Party to take all such actions as shall be necessary to cause the Secured Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Administrative Agent and the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Obligations are hereby designated as "senior indebtedness" and as "designated senior indebtedness" and words of similar import under and in respect of any indenture or other agreement or instrument under which such Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

SECTION 1.06. Amendment and Restatement of the Existing Credit Agreement. (a) The parties to this Agreement agree that, upon (i) the execution and delivery by each of the parties hereto of this Agreement and (ii) satisfaction or waiver of the conditions set forth in Section 4.01, the terms and provisions of the Existing Credit Agreement shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Agreement. This Agreement is not intended to and shall not constitute a novation. All Loans made and Secured Obligations incurred under the Existing Credit Agreement which are outstanding on the Effective Date shall continue as Loans and Secured Obligations under (and shall be governed by the terms of) this Agreement and the other Loan Documents all as more particularly described in Section 2.01. Without limiting the foregoing, upon the effectiveness hereof: (a) all references in the "Loan Documents" (as defined in the Existing Credit Agreement) to the "Administrative Agent", the "Credit Agreement" and the "Loan Documents" shall be deemed to refer to the Administrative Agent, this Agreement and the Loan Documents, (b) in the case of the Existing Credit Agreement, the Existing Letters of Credit which remain outstanding on the Effective Date shall continue as Letters of Credit under (and shall be governed by the terms of) this Agreement, (c) all obligations constituting "Secured Obligations" with any Lender or any Affiliate of any Lender which are outstanding on the Effective Date shall continue as Secured Obligations under this Agreement and the other Loan Documents, (d) the Administrative Agent shall make such reallocations, sales, assignments or other relevant actions in respect of each Lender's credit and loan exposure under the Existing Credit Agreement as are necessary in order that each such Lender's US Tranche Revolving Exposure and outstanding Term Loans hereunder reflects such Lender's US Tranche Percentage of the outstanding aggregate US Tranche Revolving Exposures on the Effective Date, (e) the Borrower hereby agrees to compensate each Lender for any and all losses, costs and expenses incurred by such Lender in connection with the sale and assignment of any Eurodollar Loans (including the "Eurocurrency Loans" under the Existing Credit Agreement) and such reallocation described above, in each case on the terms and in the manner set forth in Section 2.17 hereof.

SECTION 1.07. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding up if there is no nearest number).

SECTION 1.08. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

SECTION 1.09. Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

SECTION 1.10. Certifications. All certifications to be made hereunder by an officer or representative of a Loan Party shall be made by such person in his or her capacity solely as an officer or a representative of such Loan Party, on such Loan Party's behalf and not in such Person's individual capacity.

ARTICLE II

The Credits

SECTION 2.01. Status of Lenders, Commitments, Loans and Deferred Amounts. (a) Prior to the Effective Date, certain loans were previously made to the Borrower under the Existing Credit Agreement which remain outstanding as of the date of this Agreement (such outstanding loans being hereinafter referred to as the "Existing Loans"). Subject to the terms and conditions set forth in this Agreement, the Borrower and each of the Lenders agree that on the Effective Date but subject to the satisfaction or waiver of the conditions precedent set forth in Section 4.01 and the reallocation and other transactions described in Section 1.06, the Existing Loans shall be reevidenced as Loans under this Agreement and the terms of the Existing Loans shall be restated in their entirety and shall be evidenced by this Agreement.

(b) On the Effective Date, (i) each UK Tranche Lender (as defined in the Existing Credit Agreement) shall cease to be a UK Tranche Lender in all respects and shall simultaneously become a US Tranche Lender in all respects (and each such UK Tranche Lender's UK Tranche Commitment, UK Tranche Exposure, UK Tranche LC Exposure, UK Tranche Percentage, UK Tranche Swingline Exposure, outstanding UK Tranche Revolving Loans and Deferred Amounts owing to such Lender under the UK Tranche (each as defined in the Existing Credit Agreement) shall be converted in all respects (and on a dollar-for-dollar basis) to a US Tranche Revolving Commitment, US Tranche Revolving Exposure, US Tranche LC Exposure, US Tranche Percentage, US Tranche Swingline Exposure, outstanding US Tranche Revolving Loans and Deferred Amounts owing to such Lender under the US Tranche, (ii) each Canadian Tranche Lender (as defined in the Existing Credit Agreement) shall cease to be a Canadian Tranche Lender in all respects and shall simultaneously become a US Tranche Lender in all respects (and each such Canadian Tranche Lender's Canadian Tranche Commitment, Canadian Tranche Exposure, Canadian Tranche LC Exposure, Canadian Tranche Percentage, Canadian Tranche Swingline Exposure, outstanding Canadian Tranche Revolving Loans and Deferred Amounts owing to such Lender under the Canadian Tranche (each as defined in the Existing Credit Agreement) shall be converted in all respects (and on a dollar-for-dollar basis) to a US Tranche Revolving Commitment, US Tranche Revolving Exposure, US Tranche LC Exposure, US Tranche Percentage, US Tranche Swingline Exposure, outstanding US Tranche Revolving Loans and Deferred Amounts owing to such Lender under the US Tranche, (iii) all outstanding UK Tranche Swingline Loans shall be converted into US Tranche Swingline Loans (in each case, as defined in the Existing Credit Agreement), (iv) all outstanding Canadian Tranche Swingline Loans shall be converted into US Tranche Swingline Loans (in each case, as defined in the Existing Credit Agreement), (v) all or any portion of the outstanding Letters of Credit issued under the UK Tranche (as defined in the Existing Credit Agreement) shall be deemed for all purposes to have been issued under the US Tranche, (vi) all or any portion of the outstanding Letters of Credit issued under the Canadian Tranche (as defined in the Existing Credit Agreement) shall be deemed for all purposes to have been issued under the US Tranche, (vii) the UK Tranche (as defined in the Existing Credit Agreement)

shall be terminated in all respects and be of no further force or effect and (viii) the Canadian Tranche (as defined in the Existing Credit Agreement) shall be terminated in all respects and be of no further force or effect (the events described in the foregoing clauses (i) through (viii) collectively, the "Non-US Tranche Conversion and Termination"). For the avoidance of doubt, the reduction in and termination of the UK Tranche Commitment (as defined in the Existing Credit Agreement) and the Canadian Tranche Commitment (as defined in the Existing Credit Agreement) pursuant to the Non-US Tranche Conversion and Termination shall be accompanied by a simultaneous increase (on a dollar-for-dollar basis) in the US Tranche Revolving Commitment.

(c) Immediately upon the occurrence of the Non-US Tranche Conversion and Termination, all outstanding US Tranche Swingline Loans (as defined in the Existing Credit Agreement) shall be (and are) converted into US Tranche Revolving Loans (the "Swingline Loan Conversion").

(d) Immediately upon the occurrence of the Swingline Loan Conversion, $192,055,143.90 of the outstanding US Tranche Revolving Loans shall be (and hereby are) converted (on a ratable basis with respect to each US Tranche Lender having a US Tranche Revolving Commitment at such time) to US Tranche Term Loans and the corresponding portion of the US Tranche Revolving Commitments will be terminated, and all such converted US Tranche Term Loans shall be Term Loans for all purposes under this Agreement on and after the Effective Date (the "Revolving Loan Conversion"). For the avoidance of doubt, amounts prepaid or repaid in respect of Term Loans may not be reborrowed and, as of (and on and after) the Effective Date, there will be no US Tranche Term Loan Commitments and no requirements to otherwise fund any Term Loans hereunder. To the extent that any US Tranche Term Loan shall bear interest at a rate determined by reference to the LIBO Rate as of the Effective Date, the Interest Period in respect of such US Tranche Term Loan shall be deemed to terminate as of the Effective Date, subject to the Borrower's obligations under Section 2.17, and all such US Tranche Term Loans and all such converted US Tranche Term Loans shall be ABR Loans as of the Effective Date.

(e) Immediately upon the occurrence of the Revolving Loan Conversion, the Deferred Amount shall be (and hereby is) converted (on a ratable basis with respect to each US Tranche Lender having a US Tranche Term Loan Commitment at such time) to US Tranche Term Loans, and all such converted US Tranche Term Loans shall be Term Loans for all purposes under this Agreement on and after the Effective Date (the "Deferred Amount Conversion")

(f) Immediately upon the occurrence of the Deferred Amount Conversion, the US Tranche Lenders shall exchange, and shall be deemed to have so exchanged, on a ratable basis in accordance with each US Tranche Lender's US Tranche Percentage of the US Tranche Term Loans, $140,000,000 of the US Tranche Term Loans and will receive in return therefor an amount equal to the equivalent ratable share (as compared to its aforementioned share of the US Tranche Term Loans) of the $140,000,000 10% Restructuring Convertible Senior Notes issued on the Effective Date in accordance with the terms and conditions of the Restructuring Agreement and the 10% Restructuring Convertible Senior Note Indenture (the "Term Loan Exchange").

(g) Immediately upon the occurrence of the Term Loan Exchange, the Lenders shall exchange, and shall be deemed to have so exchanged, on a ratable basis in accordance with each Lender's US Tranche Percentage of the US Tranche Term Loans, $165,000,000 of US Tranche Term Loans and will receive in return therefor a share of the Specified Equity Interests, all in accordance with the terms and conditions of the Restructuring Agreement (the "Equity Exchange").

(h) It is acknowledged and agreed that on and after the Effective Date, (i) no US Tranche Revolving Commitment shall be available for the making of any Loan by any Lender hereunder to the Borrower or any other party and shall instead be applicable and available only in respect of the issuance and administration and other matters related to Letters of Credit, all in accordance with the terms and conditions of this Agreement and (ii) no Loans other than the Term Loans shall remain outstanding hereunder.

(i) Amounts prepaid or repaid in respect of Term Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. (a) [Intentionally Omitted].

(b) Subject to Section 2.15, each US Tranche Term Loan Borrowing shall be comprised entirely of Eurodollar Loans or ABR Loans, in each case as the Borrower may request in accordance herewith.

Each Lender at its option may maintain any Loan with any domestic or foreign branch or Affiliate of such Lender (and in the case of an Affiliate, the provisions of Sections 2.15, 2.16, 2.17 and 2.18 shall apply to such Affiliate to the same extent as to such Lender); provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) There shall not at any time be more than a total of ten (10) US Tranche Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled (i) other than as set forth in Section 2.06(c), to request any Loan hereunder at any time or (ii) to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. [Intentionally Omitted].

SECTION 2.04. [Intentionally Omitted].

SECTION 2.05. [Intentionally Omitted].

SECTION 2.06. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance (and the relevant Issuing Bank shall provide such Letter of Credit subject to the terms and conditions herein), for its own account and for the benefit of any Subsidiary of the Borrower, of Letters of Credit denominated in US Dollars, in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the Availability Period. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit (other than any amendment or any other modification to increase the amount of any outstanding Letter of Credit)), the Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank) to the applicable Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name

and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower also shall submit a letter of credit application on the Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the amount of the LC Exposure shall not exceed $437,034,129.16, (ii) the US Tranche Revolving Exposure shall not exceed the total US Tranche Revolving Commitments, (iii) with respect to the issuance of any Letter of Credit after the Effective Date, such new Letter of Credit is issued in substitution for or replacement of another Letter of Credit for the same or substantially similar purpose substantially concurrently with (and in any event within 20 days of) the substitution or replacement of such other Letter of Credit (a "Letter of Credit Substitution Event") and (iv) the aggregate maximum face amount of the Letters of Credit issued and outstanding by any Issuing Bank shall not exceed the aggregate maximum face amount of the Letters of Credit issued and outstanding by such Issuing Bank as of the Effective Date (unless the applicable Issuing Bank shall consent in its sole discretion).

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five (5) Business Days prior to the Maturity Date; provided, that a Letter of Credit may expire up to one year beyond the Maturity Date so long as the Borrower cash collateralizes 103.5% of the face amount of such Letter of Credit on terms and conditions reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank at the time of the issuance, renewal or extension of any such Letter of Credit.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Revolving Lenders, the applicable Issuing Bank hereby grants to each Revolving Lender, and each such Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's US Tranche Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's US Tranche Percentage of each LC Disbursement made by the such Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the US Tranche Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement.

(i) If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, then, at the election of the Borrower, (a) the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent in US Dollars the amount equal to such LC Disbursement, calculated as of the date such Issuing Bank made such LC Disbursement, not later than 12:00 noon, New York City time, on the date that such LC Disbursement is made, if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., New York City time, on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 noon, New York City time, on (1) the Business Day that the Borrower receives such notice, if such notice is received prior to 10:00 a.m., New York City time, on the

day of receipt, or (2) the Business Day immediately following the day that the Borrower receives such notice, if such notice is not received prior to such time on the day of receipt or (b) so long as no Default has occurred and is then continuing, the amount of such LC Disbursement shall be deemed to be an LC Loan made to the Borrower by the Revolving Lenders subject to the terms and conditions of this Agreement. All LC Loans shall be ABR Loans. Amounts repaid in respect of LC Loans may not be reborrowed.

(ii) If the Borrower elects to convert a LC Disbursement into an LC Loan pursuant to clause (i)(b) above, then the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the amount of the LC Loan in respect thereof and such Lender's US Tranche Percentage thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its US Tranche Percentage of such LC Loan, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank in US Dollars the amounts so received by it from the Revolving Lenders.

(iii) If the Borrower fails to make a payment described in clause (i)(a) above when due (and does not elect to convert the applicable LC Disbursement into an LC Loan pursuant to clause (i)(b) above), then the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due from the Borrower in respect thereof and such Lender's US Tranche Percentage thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its US Tranche Percentage of the payment then due from the Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank in US Dollars the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and the Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse the applicable Issuing Bank for any LC Disbursement shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the applicable Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. Neither the Administrative Agent, the Revolving Lenders nor the Issuing Banks, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document

required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the applicable Issuing Bank; provided that the foregoing shall not be construed to excuse such Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the applicable Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If the applicable Issuing Bank shall make any LC Disbursement, then, unless the Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrower reimburses such LC Disbursement at the rate per annum then applicable to ABR Loans; provided that, if the Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.14(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. Any Issuing Bank may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.13(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Revolving Lenders demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders (the "LC Collateral Account"), an amount in cash equal to 103.5% of the amount of the LC Exposure as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Article VII. The Borrower also shall deposit cash collateral pursuant to this paragraph as and to the extent required by Section 2.12(d), Section 2.12(e) and Section 2.19(f). Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account and the Borrower hereby grants the Administrative Agent a security interest in the LC Collateral Account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse any Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of the Required Revolving Lenders and the Issuing Banks), be applied to satisfy other Secured Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all Events of Default have been cured or waived.

(k) Existing Letters of Credit. Certain letters of credit issued for the account of the Borrower and outstanding on the Effective Date are identified on Schedule 2.06 (the "Existing Letters of Credit"). As of the Effective Date, (i) the Existing Letters of Credit shall be deemed to be Letters of Credit issued pursuant to and in compliance with this Section 2.06 as Letters of Credit under the US Tranche, (ii) the undrawn amount of the Existing Letters of Credit and the unreimbursed amount of LC Disbursements with respect to the Existing Letters of Credit shall be included in the calculation of LC Exposure and US Tranche LC Exposure, and (iii) the provisions of this Section 2.06 and Section 2.13(b) shall apply to the Existing Letters of Credit, and the Borrower and the Lenders hereby expressly acknowledge their respective obligations hereunder with respect to the Existing Letters of Credit.

(l) Issuing Bank Agreements. Unless otherwise requested by the Administrative Agent, each Issuing Bank shall report in writing to the Administrative Agent (i) on the first Business Day of each week, the daily activity (set forth by day) in respect of Letters of Credit during the immediately preceding week, including all issuances, extensions, amendments and renewals, all expirations and cancellations and all disbursements and reimbursements, (ii) on or prior to each Business Day on which such Issuing Bank expects to issue, amend, renew or extend any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the aggregate face amount of the Letters of Credit to be issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension occurred (and whether the amount thereof changed), it being understood that such Issuing Bank shall not permit any issuance, renewal, extension or amendment resulting in an increase in the amount of any Letter of Credit to occur, (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date of such LC Disbursement and the amount of such LC Disbursement, (iv) on any Business Day on which the Borrower fails to reimburse an LC Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount and currency of such LC Disbursement and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request.

SECTION 2.07. Funding of LC Loans. (a) Each Revolving Lender shall make each LC Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Revolving Lender's US Tranche Percentage. The Administrative Agent will remit such LC Loans to the applicable Issuing Bank in respect of the LC Disbursement which such LC Loan is financing.

(b) Unless the Administrative Agent shall have received notice from a Revolving Lender prior to the proposed date of any LC Loan that such Revolving Lender will not make available to the Administrative Agent such Lender's share of such LC Loan, the Administrative Agent may assume that such Revolving Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the applicable Issuing Bank a corresponding amount. In such event, if a Revolving Lender has not in fact made its share of the applicable LC Loan available to the Administrative Agent, then the applicable Revolving Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Issuing Bank to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Revolving Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to LC Loans. If such Revolving Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's share of such LC Loan.

SECTION 2.08. Interest Elections. (a) The Borrower may elect to convert Borrowings to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone (i) in the case of a Eurodollar Borrowing, by 1:00 p.m., New York City time, three (3) Business Days prior to the effectiveness of such election and (ii) in the case of an ABR Borrowing, by 1:00 p.m., New York City time, one (1) Business Days prior to the effectiveness of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower. Notwithstanding any contrary provision herein, this Section shall not be construed to permit the Borrower to elect an Interest Period for Eurodollar Loans that does not comply with Section 2.02(d).

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) the Type of the resulting Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which Interest Period shall be a period contemplated by the definition of the term “Interest Period”.

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender holding a Loan to which such request relates of the details thereof and of such Lender’s portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period, such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued at the end of the then current Interest Period as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.09. Termination and Reduction of Commitments. (a) Unless previously terminated, the US Tranche Revolving Commitments shall terminate on the Maturity Date. The US Tranche Revolving Commitments shall be permanently reduced in accordance with the terms and conditions of Section 2.12 and Section 2.19(f).

(b) The Borrower may at any time terminate, or from time to time reduce, the US Tranche Revolving Commitments; provided that (i) each reduction of the US Tranche Revolving Commitments shall be in an amount that is an integral multiple of $1,000,000 and not less than $1,000,000 and (ii) the Borrower shall not terminate or reduce the US Tranche Revolving Commitments if the aggregate US Tranche Revolving Exposures would exceed the aggregate US Tranche Revolving Commitments.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the US Tranche Revolving Commitments under paragraph (b) of this Section at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or other conditions, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the US Tranche Revolving Commitments shall be made ratably among the applicable Lenders in accordance with their respective US Tranche Revolving Commitment.

(d) Upon the cancellation or termination of any Letter of Credit (other than in connection with a Letter of Credit Substitution Event), the US Tranche Revolving Commitments shall be permanently reduced by the face amount of such Letter of Credit. Each reduction of the US Tranche Revolving Commitments shall be made ratably among the applicable Lenders in accordance with their respective US Tranche Revolving Commitment.

SECTION 2.10. [Intentionally Omitted].

SECTION 2.11. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the accounts of the applicable Lenders the then unpaid principal amount of each Borrowing of the Borrower and all other Obligations of the Borrower on the Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the accounts of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Loans made by it to the Borrower be evidenced by a promissory note. In such event, the Borrower shall promptly prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.12. Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time, without premium or penalty (other than break funding payments pursuant to Section 2.17), to prepay any Borrowing in whole or in part, subject to prior notice in accordance with paragraph (d) of this Section, in a minimum amount equal to (i) $1,000,000 or any integral multiple of $500,000 in excess thereof. Any voluntary prepayment of Loans shall be applied ratably to the prepayment of Term Loans and cash collateralization of Letters of Credit (such prepayment and cash collateralization being applied ratably between the Term Loans and the Letters of Credit as well as ratably among the Term Loans and the Letters of Credit); provided that if any LC Loans remain outstanding at the time of such voluntary prepayment, any amounts that would have been applied to cash collateralization of Letters of Credit in accordance with the terms of this Section 2.12(a) shall be first applied ratably among such LC Loans until paid in full and any such amounts remaining after such application to such LC Loans shall be applied to cash collateralize Letters of Credit in accordance with the terms of this Section 2.12(a).

(b) Prior to any optional prepayment of Borrowings hereunder, the Borrower shall, subject to the terms of clause (a) above, select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to paragraph (c) of this Section.

(c) The Borrower, shall notify the Administrative Agent by telephone (confirmed by telecopy) of any voluntary prepayment of a Borrowing hereunder (i) in the case of a Eurodollar Borrowing, not later than 12:00 noon, New York City time, three (3) Business Days before the date of such prepayment and (ii) in the case of an ABR Borrowing, not later than 12:00 noon, New York City time, on the date of such prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of optional prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09(c), then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09(c). Promptly following receipt of any such notice, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Prepayments shall be accompanied by (i) accrued interest to the extent required by Section 2.14 and (ii) break funding payments pursuant to Section 2.17.

(d) In the event and on each occasion that any Net Cash Proceeds are received by or on behalf of the Borrower or any of its Domestic Subsidiaries in respect of any Prepayment Event, the Borrower shall, within three (3) Business Days after receipt of such Net Cash Proceeds, prepay the Obligations in an aggregate amount equal to the Applicable Prepayment Percentage of such Net Cash Proceeds. Such Net Cash Proceeds shall be applied ratably to the prepayment of Term Loans and cash collateralization of Letters of Credit (such prepayment and cash collateralization being applied ratably between the Term Loans and the Letters of Credit as well as ratably among the Term Loans and the Letters of Credit); provided that if any LC Loans remain outstanding at the time of such mandatory prepayment, any amounts that would have been applied to cash collateralization of Letters of Credit in accordance with the terms of this Section 2.12(d) shall be first applied ratably among such LC Loans until paid in full and any such amounts remaining after such application to such LC Loans shall be applied to cash collateralize Letters of Credit in accordance with the terms of this Section 2.12(d). For the avoidance of doubt, the Applicable Borrower Percentage of such Net Cash Proceeds referred to in this clause (d) shall be retained by the Borrower and shall not be required to be applied as a repayment of Term Loans or to cash collateralize Letters of Credit. Notwithstanding the foregoing, in the case of any event described in clause (b) of the definition of the term "Prepayment Event", if the Borrower applies the Net Cash Proceeds from such event (or a portion thereof specified in such certificate), within 180 days after receipt of such Net Cash Proceeds, to acquire (or replace or rebuild) assets useful in the business of the Borrower and/or its Subsidiaries, and so long as no Event of Default has occurred and is continuing, then no prepayment shall be required pursuant to this paragraph in respect of the Net Cash Proceeds (or portion thereof) specified in such certificate; provided further that to the extent of any such Net Cash Proceeds therefrom that have not been so applied by the end of such 180 day period, at which time a prepayment shall be required in an amount equal to such Net Cash Proceeds that have not been so applied; provided, further that the Borrower shall not be permitted to make elections to use Net Cash Proceeds to acquire (or replace or rebuild) assets useful in the business with respect to Net Cash Proceeds received in any fiscal year in an aggregate amount in excess of $10,000,000 (provided that, in any fiscal year, upon such $10,000,000 limit being fully utilized, no subsequent prepayment in respect of an event described in clause (b) of the definition of the term "Prepayment Event" during such fiscal year shall be required until the aggregate amount of Net Cash Proceeds received in respect of such event described in clause (b) of the definition of the term "Prepayment Event" and not paid in accordance with the terms of this Section 2.12(d) equals $250,000).

(e) The Borrower shall prepay the Obligations on the date that is three (3) Business Days after the earlier of (i) the date on which the Borrower's annual audited financial statements for the immediately preceding fiscal year are delivered pursuant to Section 5.01 or (ii) the date on which such annual audited financial statements were required to be delivered pursuant to Section 5.01, in an amount equal to (w) 50% of the Borrower's Excess Cash Flow for such immediately preceding fiscal year, minus (x) any voluntary prepayments of the Term Loans (the "Cash Flow Repayment Amount"), with the first such prepayment pursuant to this Section 2.12(e) required to be made by the Borrower in 2013 in respect of the Borrower's Excess Cash Flow for the fiscal year of the Borrower ending December 31, 2012. Any such prepayments of the Obligations required under this Section 2.12(e) shall be in an amount equal to the Cash Flow Repayment Amount and shall be applied to prepay Term Loans and to cash collateralize Letters of Credit (such prepayment and cash collateralization being applied ratably between the Term Loans and the Letters of Credit as well as ratably among the Term Loans and the Letters of Credit); provided that if any LC Loans remain outstanding at the time of such mandatory prepayment, any amounts that would have been applied to cash collateralization of Letters of Credit in accordance with the terms of this Section 2.12(e) shall be first applied ratably among such LC Loans until paid in full and any such amounts remaining after such application to such LC Loans shall be applied to cash collateralize Letters of Credit in accordance with the terms of this Section 2.12(e).

(f) To the extent any amounts are payable pursuant to Sections 2.12(d) or (e), any such prepayments of such Loans shall include accrued and unpaid interest in respect of such Loans.

SECTION 2.13. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender a commitment fee, which shall accrue at the Applicable Rate on the average daily amount of the US Tranche Available Revolving Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which such US Tranche Revolving Commitment terminates; provided that, if such Revolving Lender continues to have any US Tranche Revolving Exposure after its US Tranche Revolving Commitment terminates, then such commitment fee shall continue to accrue on the daily amount of such Revolving Lender's US Tranche Revolving Exposure from and including the date on which its US Tranche Revolving Commitment terminates to but excluding the date on which such Lender ceases to have any US Tranche Revolving Exposure. Accrued commitment fees shall be payable in arrears on the last day of each month (each such date, a "Commitment Fee Payment Date") and, in each case, on the date on which the US Tranche Revolving Commitments terminate, commencing on the first such date to occur after the date hereof; provided that any commitment fees accruing after the date on which the US Tranche Revolving Commitments terminate shall be payable on demand. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at a rate per annum equal to 7.50% on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which such Revolving Lender's US Tranche Revolving Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank for its own account a fronting fee to be agreed upon by the Borrower and such Issuing Bank on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) with respect to Letters of Credit issued by such Issuing Bank, during the period from and including the Effective Date to but excluding the later of the date of termination of the US Tranche Revolving Commitments and the date on which there ceases to be any LC Exposure, as well as each Issuing Bank's standard fees and commissions with respect to the issuance, amendment, cancellation, negotiation, transfer, presentment, renewal or extension of any Letter

of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar month shall be payable on the last day of each month (each such date, a "LC Fee Payment Date"); provided that all such fees shall be payable on the date on which the US Tranche Revolving Commitments terminate and any such fees accruing after the date on which the US Tranche Revolving Commitments terminate shall be payable on demand.

(c) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the applicable Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.14. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate (provided that each LC Loan shall bear interest as the LC Loan Rate).

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, during the continuance of an Event of Default described in clause (a) or (b) of Article VII the Required Lenders may, at their option, by notice to the Borrower (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 9.02(b) requiring unanimous consent of the Lenders to changes in interest rates), declare that (i) each Borrowing shall bear interest at the rate otherwise applicable thereto plus 2% per annum, and (ii) the Letter of Credit participation fee provided for in Section 2.13(b) shall be increased by 2% per annum, provided that, during the continuance of an Event of Default described in clause (h) or (i) of Article VII, the interest rates set forth in clause (i) above and the increase in the Letter of Credit participation fee set forth in clause (ii) above shall be applicable to all Borrowings and Letters of Credit without any election or action on the part of the Administrative Agent or any Lender.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.15. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing in any currency:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period; or

(b) the Administrative Agent is advised by a majority in interest of the Lenders that would participate in such Borrowing that the LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the applicable Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the applicable Lenders that the circumstances giving rise to such notice no longer exist any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and such Borrowing shall be converted to or continued on the last day of the then current Interest Period applicable thereto as an ABR Borrowing.

SECTION 2.16. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank;

(ii) impose on any Lender or Issuing Bank or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto (other than (A) Indemnified Taxes, (B) Excluded Taxes and (C) Other Connection Taxes on gross or net income, profits or revenue (including value-added or similar Taxes));

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan or of maintaining its obligation to make any such Loan or to increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder, whether of principal, interest or otherwise, then the Borrower will pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Bank or such Lender's or Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to the date that such Lender or Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.17. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or as a result of any prepayment pursuant to Section 2.12), (b) the conversion of any Eurodollar Loan to a Loan of a different Type or Interest Period other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.12(c) and is revoked in accordance therewith), or (d) the assignment or deemed assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.20 or Section 9.02(c), then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in Dollars of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section, and setting forth in reasonable detail the calculations used by such Lender to determine such amount or amounts, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

SECTION 2.18. Taxes.

(a) Withholding of Taxes; Gross-Up. Each payment by any Loan Party under any Loan Document shall be made without withholding for any Taxes, unless such withholding is required by any law. If any Withholding Agent determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Withholding Agent may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by such Loan Party shall be increased as necessary so that, net of such withholding (including such withholding applicable to additional amounts payable under this Section), the applicable Recipient receives the amount it would have received had no such withholding been made.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes by any Loan Party to a Governmental Authority, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient for any Indemnified Taxes that are paid or payable by such Recipient in connection with any Loan Document (including amounts paid or payable under this Section 2.18(d)) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this Section 2.18(d) shall be paid within ten (10) days after the Recipient delivers to the Borrower a certificate stating the amount of any Indemnified Taxes so paid or payable by such Recipient and describing the basis for the indemnification claim. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Such Recipient shall deliver a copy of such certificate to the Administrative Agent.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes, only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so) attributable to such Lender that are paid or payable by the Administrative Agent or the applicable Loan Party (as applicable) in connection with any Loan Document and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this Section 2.18(e) shall be paid within ten (10) days after the Administrative Agent delivers to the applicable Lender a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.

(f) Status of Lenders. (i) Any Lender that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to any payments under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to any withholding (including backup withholding) or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.18(f)(ii)(A) through (E) below) shall not be required if in the Lender’s judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Upon the reasonable request of the Borrower or the Administrative Agent, any Lender shall update any form or certification previously delivered pursuant to this Section 2.18(f). If any form or certification previously delivered pursuant to this Section expires or becomes obsolete or inaccurate in any respect with respect to a Lender, such Lender shall promptly (and in any event within ten (10) days after such expiration, obsolescence or inaccuracy) notify the Borrower and the Administrative Agent in writing of such expiration, obsolescence or inaccuracy and update the form or certification if it is legally eligible to do so.

(ii) Without limiting the generality of the foregoing, any Lender with respect to the Borrower shall, if it is legally eligible to do so, deliver to the Borrower and the Administrative Agent (in such number of copies reasonably requested by the Borrower and the Administrative Agent) on or prior to the date on which such Lender becomes a party hereto, duly completed and executed copies of whichever of the following is applicable:

(A) in the case of a Lender that is a U.S. Person, IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) in the case of a Non-US Lender claiming the benefits of an income tax treaty to which the United States is a party (1) with respect to payments of interest under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (2) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(C) in the case of a Non-US Lender for whom payments under any Loan Document constitute income that is effectively connected with such Lender's conduct of a trade or business in the United States, IRS Form W-8ECI;

(D) in the case of a Non-US Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code both (1) IRS Form W-8BEN and (2) a certificate substantially in the form of Exhibit F ((1) and (2), together, a "U.S. Tax Certificate") to the effect that such Lender is not (a) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (b) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, (c) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code or (d) conducting a trade or business in the United States with which the relevant interest payments are effectively connected;

(E) in the case of a Non-US Lender that is not the beneficial owner of payments made under this Agreement (including a partnership or a participating Lender) (1) an IRS Form W-8IMY on behalf of itself and (2) the relevant forms prescribed in clauses (A), (B), (C), (D) and (F) of this paragraph (f)(ii) that would be required of each such beneficial owner or partner of such partnership if such beneficial owner or partner were a Lender; provided, however, that if the Lender is a partnership and one or more of its partners are claiming the exemption for portfolio interest under Section 881(c) of the Code, such Lender may provide a U.S. Tax Certificate on behalf of such partners; or

(F) any other form prescribed by law as a basis for claiming exemption from, or a reduction of, U.S. Federal withholding Tax together with such supplementary documentation necessary to enable the Borrower or the Administrative Agent to determine the amount of Tax (if any) required by law to be withheld.

If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by

the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA, to determine that such Lender has or has not complied with such Lender's obligations under FATCA and, as necessary, to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.18(f)(iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.18 (including additional amounts paid pursuant to this Section 2.18), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid to such indemnifying party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such indemnified party is required to repay such refund to such Governmental Authority. This Section 2.18(g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other Person.

(h) Issuing Bank. For purposes of Section 2.18(e) and (f), the term "Lender" includes the Issuing Banks.

SECTION 2.19. Payments Generally; Allocations of Proceeds; Pro Rata Treatment; Sharing of Set-offs. (a) The Borrower shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.16, 2.17 or 2.18, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 12:00 noon, New York City time), on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the account as the Administrative Agent shall from time to time specify in a notice delivered to the Borrower, except payments to be made directly to an Issuing Bank as expressly provided herein and except that payments pursuant to Sections 2.16, 2.17, 2.18 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to the other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder or under any other Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under any Loan Document shall be made in US Dollars, except as otherwise expressly provided. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements, as the case may be, and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due for the account of all or certain of the Lenders or Issuing Banks hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lenders or Issuing Banks, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the applicable Lenders or Issuing Banks, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at a rate determined by the Administrative Agent in accordance with banking industry practices on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it to the Administrative Agent pursuant to this Agreement, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by it for the account of such Lender to satisfy such Lender's obligations to the Administrative Agent until all such unsatisfied obligations are fully paid.

(f) In the event that the Administrative Agent shall receive any proceeds of Collateral (i) not constituting a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower or as otherwise specified in Section 2.12) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, such funds shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent and the Issuing Banks from the Borrower (other than in connection with Banking Services Obligations and Swap Obligations), second, to pay any fees or expense reimbursements then due to the Lenders from the

Borrower (other than in connection with Banking Services Obligations and Swap Obligations), third, to pay interest then accrued and unpaid on the Loans, fourth, to prepay principal on the Loans and unreimbursed LC Disbursements and to cash collateralize all outstanding Letters of Credit in accordance with the terms of Section 2.06(j) ratably, fifth, to payment of any amounts owing with respect to Banking Services Obligations and Swap Obligations, sixth, to the payment of any other Secured Obligation due to the Administrative Agent or any Lender by the Borrower, and seventh, the balance, if any, after all of the Secured Obligations have been paid in full, to the Borrower or as otherwise required by law. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower, or unless an Event of Default is in existence, none of the Administrative Agent or any Lender shall apply any payment which it receives to any Eurodollar Loan, except (a) on the expiration date of the Interest Period applicable to any such Eurodollar Loan or (b) in the event, and only to the extent, that there are no outstanding ABR Loans and, in any event, the Borrower shall pay the break funding payment required in accordance with Section 2.17. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

SECTION 2.20. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.16, or the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.18, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.16 or 2.18, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.16, (ii) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.18, or (iii) any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under the Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and if a US Tranche Revolving Commitment is being assigned, each Issuing Bank), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.16 or payments required to be made pursuant to Section 2.18, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

SECTION 2.21. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the US Tranche Revolving Commitment of such Defaulting Lender pursuant to Section 2.13(a);

(b) the US Tranche Commitment and US Tranche Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders (or Required Revolving Lenders, as applicable) have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender directly and adversely affected thereby;

(c) (i) if any LC Exposure exists at the time such Lender is a Defaulting Lender, then the Borrower shall within one (1) Business Day following notice by the Administrative Agent cash collateralize such Defaulting Lender's LC Exposure in accordance with the procedures set forth in Section 2.06(j) for so long as such LC Exposure is outstanding, and (ii) after the Borrower cash collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to the foregoing clause (ii), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.13(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized; and

(d) no Issuing Bank shall be required to issue, amend or renew any Letter of Credit unless it is reasonably satisfied that cash collateral will be provided by the Borrower in accordance with Section 2.21(c).

If (i) a Bankruptcy Event with respect to a Parent shall occur following the date hereof and for so long as such event shall continue or (ii) any Issuing Bank has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, such Issuing Bank shall not be required to issue or amend any Letter of Credit, unless such Issuing Bank shall have entered into arrangements with the Borrower or such Lender, satisfactory to such Issuing Bank, as the case may be, to defease any risk to it in respect of such Lender hereunder.

ARTICLE III

Representations and Warranties

The Borrower represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers. Each of the Borrower and its Subsidiaries (a) is organized, validly existing and in good standing (to the extent that such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization or incorporation, (b) has all requisite power and authority to carry on its business as now conducted, and (c) is qualified to do business in, and is in good standing (to the extent such concept is applicable) in, every jurisdiction where such qualification is required, except, in the case of clauses (a) (other than with respect to the Borrower and the Subsidiary Guarantors) and (c) where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. Authorization; Enforceability. The Transactions are within the Borrower's corporate powers and have been duly authorized by all necessary corporate and, if required, stockholder or shareholder action. The Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its 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.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings and other actions necessary to perfect (or subordinate) Liens created pursuant to the Loan Documents, the Senior Notes Documents, the Contribution Deferral Agreement, and a Permitted Receivables/ABL Facility, (b) will not violate any applicable law or regulation applicable to the Borrower or its Subsidiaries or any order of any Governmental Authority, (c) will not violate the charter, by-laws or other organizational or constitutional documents of the Borrower or any of its Subsidiaries, (d) will not violate or result in a default under any indenture, material agreement or other material instrument binding upon the Borrower or any of its Subsidiaries or its assets, or give rise to a right thereunder to require any Material Indebtedness to be paid by the Borrower or any of its Subsidiaries, and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries other than Liens created under the Loan Documents, the Senior Notes Documents, the Contribution Deferral Agreement, and a Permitted Receivables/ABL Facility, except, such consents, approvals, registrations, filings or other actions the failure of which to obtain or make, or, in the case of clause (b) at any time after the Effective Date, to the extent such violations, could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended December 31, 2010, reported on by KPMG LLP, independent public accountants, and (ii) as of and for the fiscal quarter ended March 31, 2011, certified by its chief financial officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since December 31, 2010, there has been no material adverse change in the business, assets, operations or condition, financial or otherwise, of the Borrower and its Subsidiaries, taken as a whole (other than any such material adverse change that was disclosed by the Borrower in any public filing prior to April 21, 2011).

SECTION 3.05. Properties; Insurance. (a) Each of the Borrower and its Subsidiaries has good title to, or valid leasehold interests or rights in, all its real and personal property material to its business, except for defects that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) Each of the Borrower and its Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof by the Borrower and its Subsidiaries does not infringe upon the rights of any other Person, except for any such infringements or defects that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(c) Each of the Borrower and its Subsidiaries maintains, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations; provided, that each of the Borrower 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 Borrower or each such Subsidiary, as applicable, operates.

SECTION 3.06. Litigation and Environmental Matters. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve this Agreement or the Transactions.

(b) Except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements. Each of the Borrower and its Subsidiaries is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 3.08. Investment Company Status. Neither the Borrower nor any of its Subsidiaries is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Borrower and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. ERISA. 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.

SECTION 3.11. Subsidiaries; Ownership of Capital Stock. As of Effective Date, Schedule 3.11 sets forth all of the Borrower’s Subsidiaries, the jurisdiction of organization or incorporation of each of its Subsidiaries and the identity of the holders of all shares or other interests of each class of Equity Interests of each of its Subsidiaries. All of the outstanding shares of capital stock and other Equity Interests of each Subsidiary are validly issued and outstanding and fully paid and nonassessable (to the extent such concept is applicable) and all such shares and other Equity Interests indicated on Schedule 3.11 as owned by the Borrower or another Subsidiary are owned, beneficially and of record, by the Borrower or any Subsidiary free and clear of all Liens, other than Liens created under the Loan Documents and the Senior Notes Documents.

SECTION 3.12. Disclosure. The Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other written information (taken as a whole) (other than projections, forward-looking statements, estimates and general market data) furnished by or on behalf of the Borrower to the Administrative Agent, any Issuing Bank or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished or publicly available in periodic and other reports, proxy statements and other materials filed by the Borrower or any Subsidiary with the Securities and Exchange Commission) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading. With respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time, it being recognized by the Lenders that projections are not to be viewed as facts and that the actual results during the period or periods covered by such projections may differ from the projected results and such differences may be material.

SECTION 3.13. Federal Reserve Regulations. No part of the proceeds of any Loan have been used or will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 3.14. Labor Matters. There are no labor controversies pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its Subsidiaries which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

SECTION 3.15. Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents (taken as a whole) create legal and valid Liens on all the Collateral in favor of or for the benefit of the Administrative Agent, for the benefit of the Holders of Secured Obligations, and at such time as (a) financing statements in appropriate form are filed in the appropriate offices (and the appropriate fees are paid), (b) with respect to identified intellectual property registered in the United States, (i) to the extent required under applicable law, the applicable trademark security agreement and/or patent security agreement are filed in the appropriate divisions of the United States Patent and Trademark Office (and the appropriate fees are paid) and (ii) the applicable copyright security agreement is filed in the United States Copyright Office (and the appropriate fees are paid), (c) the Mortgages are filed in the appropriate recording office (and the appropriate fees are paid), (d) execution of the deposit account control agreements and securities account control agreements, (e) delivery of pledged securities to the Administrative Agent, and (f) notation of the Administrative Agent's lien on any rolling stock or other goods subject to a certificate of title, such Liens will constitute perfected and continuing Liens on the Collateral, securing the Secured Obligations, enforceable against the applicable Loan Party and all third parties, 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, and, subject to the terms, conditions and provisions of the Intercreditor Agreement, having priority over all other Liens on the Collateral except in the case of (a) Liens permitted by Sections 6.02(a), (b), (c), (d) and (k), to the extent any such Liens would have priority over the Liens in favor of or for the benefit of the Administrative Agent pursuant to any applicable law, (b) Liens perfected only by possession or control (including possession of any certificate of title) to the extent the Administrative Agent has not obtained or does not maintain possession or control of such Collateral and (c) Liens on certificates of title on which the Administrative Agent has not been noted.

SECTION 3.16. IBT MOU. The IBT MOU has not been terminated under Section 19 thereof or otherwise. Since November 7, 2010, (i) the IBT MOU has been in full force and effect and (ii) the IBT MOU has not been amended, waived or otherwise modified in any respect adverse to the

Borrower or any of its Subsidiaries (provided that, other than the representation and warranty made in respect of this Section 3.16 on the Effective Date, the representation and warranty made under the foregoing clause (ii) shall be deemed to made as though the word "materially" were in front of the word "adverse" in such clause (ii)). For purposes of this Section 3.16, it is understood that the resolution in the ordinary course of business of an employee grievance seeking to enforce the IBT MOU terms will not be deemed to constitute an amendment, waiver of other modification to the IBT MOU.

SECTION 3.17. Solvency. Immediately after the consummation of the Transactions to occur on the Effective Date, the Borrower and its Subsidiaries, taken as a whole, are and will be Solvent.

ARTICLE IV

Conditions

SECTION 4.01. Effective Date. The obligations of the Lenders to agree to the Transactions contemplated hereby and of the Issuing Banks to issue or amend Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received from (i) each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence reasonably satisfactory to the Administrative Agent (which may include telecopy or electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies of the Loan Documents and such other legal opinions, certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(b) The Administrative Agent shall have received a written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of Kirkland & Ellis LLP, counsel for the Borrower, in form and substance reasonably satisfactory to the Administrative Agent and covering such other matters relating to the Borrower, the Loan Parties, this Agreement, the Loan Documents or the Transactions as the Administrative Agent shall reasonably request. The Borrower hereby requests such counsel to deliver such opinion.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Borrower and the other initial Loan Parties, the authorization of the Transactions and any other legal matters relating to the Borrower and such Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel and as further described in the list of closing documents attached as Exhibit E.

(d) The Administrative Agent shall have received a certificate, dated the Effective Date and signed by the President, a Vice President or a Financial Officer of the Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(e) The Administrative Agent shall have received all other fees and other amounts due and payable on or prior to the Effective Date (other than, for the avoidance of doubt, the Deferred Amounts) and reimbursement or payment of all invoiced out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(f) The Administrative Agent shall have received evidence reasonably satisfactory to it the YRRFC Receivables Facility shall have been terminated and cancelled and all Indebtedness thereunder shall have been fully repaid and any and all liens thereunder shall have been terminated.

(g) The Administrative Agent shall have received a borrowing subsidiary termination reasonably satisfactory to it in respect of Reimer Express Lines Ltd./Reimer Express Ltee.

(h) All of the conditions to the Restructuring Transaction, as set forth in the Restructuring Agreement, shall be satisfied.

(i) The Administrative Agent shall have received such other documents, certificates, instruments and opinions, all in form and substance reasonably acceptable to the Administrative Agent and as further described in the list of closing documents attached as Exhibit E.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02. Each Credit Event. The obligation of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to the satisfaction or waiver of the following conditions:

(a) The representations and warranties of the Borrower set forth in each Loan Document shall be true and correct in all material respects on and as of the date of such issuance, amendment, renewal or extension of such Letter of Credit, as applicable, 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.

(b) At the time of and immediately after giving effect to such issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

(c) No law or regulation shall prohibit, and no order, judgment or decree of any Governmental Authority shall enjoin, prohibit or restrain, any Issuing Bank or Lender from issuing, renewing or extending the face amount of or participating in the Letter of Credit requested to be issued, renewed or extended.

Each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

ARTICLE V

Affirmative Covenants

Until the US Tranche Revolving Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated (or otherwise have been cash collateralized or backstopped in a manner reasonably acceptable to the Administrative Agent and the applicable Issuing Bank) and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements; Ratings Change and Other Information. The Borrower will furnish to the Administrative Agent for distribution to each Lender:

(a) within 90 days after the end of each fiscal year of the Borrower (or, if earlier, concurrently with the filing thereof with the Securities and Exchange Commission or any national securities exchange in accordance with applicable law or regulation), (i) its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by KPMG LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied and (ii) with respect to the Borrower's operating segments and Regional Sub-Segments, consolidating, its unaudited consolidating balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower (or, if earlier, concurrently with the filing thereof with the Securities and Exchange Commission or any national securities exchange in accordance with applicable law or regulation), its unaudited consolidated (and, with respect to the Borrower's operating segments and Regional Sub-Segments, consolidating) balance sheet and related unaudited statements of operations and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(c) within 30 days after the end of each of the first two months in any fiscal quarter of the Borrower, its unaudited consolidated balance sheet and related unaudited statements of operations and cash flows as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(d) concurrently with any delivery of financial statements under clause (a), (b) or (c) above, a certificate of a Financial Officer of the Borrower (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (ii) solely in connection with the delivery of financial statements under clause (a) or (b) above, setting forth reasonably detailed calculations demonstrating compliance with Section 6.07, as applicable;

(e) concurrently with any delivery of financial statements under clause (a) above, a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Event of Default with respect to Section 6.07 (which certificate may be limited to the extent required by accounting rules or guidelines);

(f) within 45 days after the end of each quarter of each fiscal year of the Borrower, its unaudited consolidated (and, with respect to the Borrower's operating segments and Regional Sub-Segments, consolidating) balance sheet and related unaudited statements of operations and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of such fiscal year as of the end of such fiscal quarter.

(g) (i) on or before the fifth Business Day of each fiscal month, the Borrower shall deliver to the Administrative Agent projections of the weekly cash flows for the 13-week period commencing on the first day of such fiscal month (the "13-Week Cash Flow Projections") which (A) reflect the Borrower's and its Domestic Subsidiaries' consolidated projected cash receipts and cash expenditures for their corporate and other operations and (B) contain comments of management of the Borrower and, if then engaged, comments of the Borrower Financial Advisor, all in a form reasonably satisfactory to the Administrative Agent and (ii) on or before the Wednesday of each calendar week, the Borrower shall submit to the Administrative Agent a variance report reflecting on a line-item basis the actual results (all in reasonably appropriate detail) for the previous calendar week and the percentage variance of such actual results from those projected for such previous calendar week on the most current 13-Week Cash Flow Projections delivered under the terms of this Credit Agreement prior to such date, all in the form set forth on Schedule 5.01(g); provided that, if in respect of any fiscal month (the "Current Month"), the Borrower's (i) Available Cash as of the last Business Day of the immediately preceding fiscal month (the "Previous Month") was equal to or greater than $200,000,000 and (ii) Consolidated EBITDA for the twelve month period ending as of the end of the Previous Month was equal to or greater than $300,000,000, the Borrower shall not be obligated to deliver the 13-Week Cash Flow Projections pursuant to this clause (g) or the variation reports in respect thereof pursuant to clause (h) below for such Current Month;

(h) on or before the fifth (5th) Business Day of each fiscal month, the Borrower shall submit to the Administrative Agent a variance report reflecting on a line-item basis the actual results (all in appropriate detail) for the previous calendar month and the percentage variance of such actual results from those projected for such previous calendar month on the most current 13-Week Cash Flow Projections delivered under the terms of this Credit Agreement prior to such date, all in a form and demonstrating such detail as is reasonably satisfactory to the Administrative Agent;

(i) on each Business Day, by no later than 5:00 p.m. (NYC time) on such Business Day, the Borrower shall provide the calculation (in the form delivered to the Administrative Agent on October 22, 2009) of Available Cash (tested on each Business Day based on the daily average as of the end of business for the immediately preceding three (3) Business Days) in respect of such Business Day via e-mail PDF (or other electronic format reasonably acceptable to the Administrative Agent) to the Administrative Agent at the following e-mail address YRC_Liquidity_Reporting@jpmorgan.com; provided that if the Decreased Reporting Condition has occurred (and the Increased Reporting Condition has not occurred subsequent to the most recent date on which the Decreased Reporting Condition has been satisfied), then the Borrower shall only be required to provide the calculation described in this clause (i) by no later than 5:00 p.m. (NYC time) on each Friday; provided, further, that if the Increased Reporting Condition occurs following the occurrence of the Decreased Reporting Condition, then the Borrower shall once again be required to provide the calculation described in this clause (i) by no later than 5:00 p.m. (NYC time) on each Business Day;

(j) [intentionally omitted];

(k) promptly following any request therefor, all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S.A. Patriot Act and (if applicable) the Money Laundering Regulations 2003 of the United Kingdom (as amended);

(l) promptly upon (and in any event within five (5) Business Days after) becoming aware thereof, copies of (to the extent not otherwise provided pursuant to the terms of this Agreement): (i) any written information or notices (other than any administrative notices or notices containing information provided to the Lenders pursuant to the terms herein) given by or to the applicable agent and the parties under the Contribution Deferral Agreement; and (ii) any proposed amendment, supplement, waiver or other modification to the Contribution Deferral Agreement (with final executed copies of the same to be delivered to the Administrative Agent within five (5) Business Days of execution thereof);

(m) on or before the tenth (10th) Business Day of each fiscal month, the Borrower shall provide to the Administrative Agent a certificate of a Financial Officer reasonably detailing the aggregate amount of Net Cash Proceeds received in respect of an event described in clause (b) of the definition of the term "Prepayment Event" during the previous fiscal month;

(n) [intentionally omitted];

(o) promptly following distribution thereof, (i) all material written reports and information required to be delivered to the holders of the 6% Convertible Senior Notes and/or the trustee under the 6% Convertible Senior Note Indenture pursuant to the terms of the 10% Restructuring Convertible Senior Note Indenture and any related documents (if not already delivered pursuant hereto), (ii) all material written reports and information required to be delivered to the holders of the 10% Restructuring Convertible Senior Notes and/or the trustee under the 10% Restructuring Convertible Senior Note Indenture pursuant to the terms of the 10% Restructuring Convertible Senior Note Indenture and any related documents (if not already delivered pursuant hereto), and (iii) all material written reports and information required to be delivered to the holders of the 10% New Convertible Senior Notes and/or the trustee under the 10% New Convertible Senior Note Indenture pursuant to the terms of the 10% New Convertible Senior Note Indenture and any related documents (if not already delivered pursuant hereto); and

(p) promptly following any request therefor, such other information regarding the operations, business affairs or financial condition of the Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent or any Lender may reasonably request;

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).

SECTION 5.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent (for distribution to each Lender) prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Borrower or any Affiliate thereof that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower and its Subsidiaries in an aggregate amount exceeding $10,000,000;

(d) any labor matters which could reasonably be expected, individually or in the aggregate to be materially adverse to the Lenders;

(e) the date on which the aggregate net book value of trucks and other vehicles and rolling stock, leased or owned, of the Borrower or any of its Domestic Subsidiaries registered or titled in Mexico and Canada exceeds $3,000,000;

(f) any other development (other than a development with respect to a Multiemployer Plan, unless such development is the occurrence of an ERISA Event with respect to such Multiemployer Plan) that results in, or could reasonably be expected to result in, a Material Adverse Effect; and

(g) any proposed amendments, modifications or other changes to the MOU.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. The Borrower will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business, except for such rights, licenses, permits, privileges and franchises the loss of which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, amalgamation, consolidation, liquidation or dissolution permitted under Section 6.03 or any asset sale not prohibited by the terms of this Agreement.

SECTION 5.04. Payment of Obligations. The Borrower will, and will cause each of its Subsidiaries to, pay its obligations, including Tax liabilities, that, if not paid, could reasonably be expected to result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05. Maintenance of Properties; Insurance. The Borrower will, and will cause each of its Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition (ordinary wear and tear and casualty and condemnation excepted), except in any case where the failure to do so could not reasonably be expected to result in a Material Adverse Effect and (b) maintain, with financially sound and reputable insurance companies (i) insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations; provided that each of the Borrower and its Subsidiaries may self-insure to the same extent as other companies in similar businesses and owning similar properties in the same general areas in which the Borrower or each such Subsidiary, as applicable,

operates and (ii) all insurance required pursuant to the Collateral Documents. The Borrower will furnish to the Lenders, promptly following the request of the Administrative Agent, information in reasonable detail as to the insurance so maintained. The Borrower shall deliver to the Administrative Agent and maintain endorsements (x) to all "All Risk" physical damage insurance policies on all of the Collateral naming the Administrative Agent as lender loss payee, and (y) to all general liability and other liability policies naming the Administrative Agent an additional insured. Subject to the terms, conditions and provisions of the Intercreditor Agreement, in the event the Borrower or any of its Subsidiaries at any time or times hereafter shall fail to obtain or maintain any of the policies or insurance required herein or to pay any premium in whole or in part relating thereto, then the Administrative Agent, without waiving or releasing any obligations or resulting Default hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which the Administrative Agent deems advisable seven (7) days after notification to the Borrower of such intent. All sums so disbursed by the Administrative Agent shall constitute part of the Obligations, payable as provided in this Agreement. The Borrower will furnish to the Administrative Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding.

SECTION 5.06. Books and Records; Inspection Rights. The Borrower will, and will cause each of its Subsidiaries to, keep proper books of record and account in which full, true and correct entries in all material respects are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender (including, without limitation, financial and other professional advisors retained by the Administrative Agent), upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested (other than (a) information restricted by a customary third party confidentiality agreement and (b) other information (i) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or (ii) that is subject to attorney client or similar privilege or constitutes attorney work-product). The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants). Such inspections and examinations described in the preceding sentence (i) by or on behalf of any Lender shall, unless occurring at a time when an Event of Default shall be continuing, be at such Lender's expense and (ii) by or on behalf of the Administrative Agent, other than the first four such inspections or examinations occurring during any calendar year or any inspections and examination occurring at a time when an Event of Default shall be continuing, shall be at the Administrative Agent's expense; all other such inspections and visitations shall be at the Borrower's expense.

SECTION 5.07. Compliance with Laws. The Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except (i) where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, or (ii) where the necessity of compliance therewith is contested in good faith by appropriate proceedings and, to the extent applicable, the Borrower or such Subsidiary shall have set aside on its books adequate reserves with respect thereto in accordance with GAAP.

SECTION 5.08. Use of Proceeds and Letters of Credit. The Borrower will use the proceeds of the Loans and the Letters of Credit, as applicable, only for working capital needs and for general corporate purposes of the Borrower and its Subsidiaries. No part of the proceeds of any Loan or Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations T, U and X.

SECTION 5.09. Subsidiary Guarantors.

(a) On the Effective Date the Borrower will cause each Domestic Subsidiary existing as of the Effective Date to become a party to the Subsidiary Guarantee Agreement. The Borrower will cause any Person that becomes a Domestic Subsidiary after the Effective Date (i) to execute and deliver to the Administrative Agent, within ten (10) Business Days (or such later date as may be agreed upon by the Administrative Agent in its sole discretion) a supplement to the Subsidiary Guarantee Agreement, in the form prescribed therein, guaranteeing the Secured Obligations and (ii) concurrently with the delivery of such supplement, to deliver to the Administrative Agent (to the extent requested by the Administrative Agent) (x) evidence of action of such Person's board of directors or other governing body authorizing the execution, delivery and performance thereof and (y) a favorable written opinion of counsel for such Person, in form and substance reasonably satisfactory to the Administrative Agent and covering such matters relating to such Person and the Subsidiary Guarantee Agreement as the Administrative Agent may reasonably request.

(b) Notwithstanding the foregoing, neither YRCW Receivables nor YRRFC shall be required to become Subsidiary Guarantors until the earlier of (i) the date that is one year and two days following the date on which such entity ceases being a borrower under a Permitted Receivables/ABL Facility and (ii) the date that such entity is required to do so pursuant to the terms of Section 6.11.

(c) If, in compliance with the terms and provisions of the Loan Documents, the Borrower or any Subsidiary (i) sells or otherwise transfers Equity Interests of any Subsidiary Guarantor to any Person which is not the Borrower or a Subsidiary (other than a Foreign Subsidiary in connection with an Investment permitted under Section 6.13(c)) and after giving effect to such sale or transfer the Borrower and the other Loan Parties shall cease to own any of the Equity Interests of such Subsidiary Guarantor or (ii) liquidates or dissolves any Subsidiary Guarantor to the extent expressly permitted in this Agreement, the Administrative Agent will, on behalf of the Lenders, execute and deliver to the Borrower a release of such Subsidiary Guarantor from its obligations under the Subsidiary Guarantee Agreement.

SECTION 5.10. Pledges; Collateral; Further Assurances Subject to the terms, conditions and provisions of the Intercreditor Agreement.

(a) The Borrower shall cause, and shall cause each other Subsidiary to cause, all of its respective property (with such exceptions as to materiality, cost and material credit support, in each case, to the extent determined in the reasonable discretion of the Administrative Agent; and, for the avoidance of doubt, no property of a Foreign Subsidiary (including the Equity Interest of any other Foreign Subsidiary owned by such Foreign Subsidiary) shall be required to be provided as Collateral to the extent the Administrative Agent shall reasonably determine that, in light of the cost and expense associated therewith, such property would not provide material Collateral for the benefit of the Holders of Secured Obligations) to be subject at all times to first priority, perfected Liens in favor of or for the benefit of the Administrative Agent, for the benefit of the Holders of Secured Obligations, subject in each case to Liens permitted by Section 6.02. For the avoidance of doubt, no Excluded Property shall be subject to the requirements of this Section 5.10(a).

(b) Without limiting the foregoing, subject to the terms of the Collateral Documents (including, without limitation, the Intercreditor Agreement), the Borrower will, and will cause each applicable Loan Party to, promptly, execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents, agreements and instruments (which may include an amendment to

this Agreement and/or an amendment and restatement of this Agreement), and will take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust, Mortgage Instruments and other documents, engaging any necessary collateral agent and such other actions or deliveries of the type required by Section 4.01, as applicable), which are required by law or which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all at the expense of the Borrower, in each case, within 45 days of such request (or such longer period as approved by the Administrative Agent).

(c) If any assets (including any real property or improvements thereto or any interest therein but excluding Excluded Property) are acquired by the Borrower or (subject to clause (a) above) any applicable Subsidiary (other than assets constituting Collateral under the Collateral Documents that become subject to the Lien in favor of or for the benefit of the Administrative Agent, for the benefit of the Holders of Secured Obligations upon acquisition thereof), the Borrower will promptly notify the Administrative Agent thereof, and, if requested by the Administrative Agent in accordance with the terms of this Agreement, the Borrower will cause such assets to be subject to a Lien securing the Secured Obligations and will take, and cause the other applicable Subsidiaries to take, such actions as shall be necessary or reasonably requested by the Administrative Agent to grant and perfect such Liens, including actions described in paragraph (b) of this Section, all at the expense of the Borrower, in each case, within 45 days of such request (or such longer period as approved by the Administrative Agent).

(d) Notwithstanding the foregoing neither YRCW Receivables nor YRRFC shall be required to grant a security interest in any of its assets, so long as such entity is not required to become Subsidiary Guarantors pursuant to the terms of Section 5.09(b).

SECTION 5.11. Quarterly Conference Calls. The Borrower shall arrange for members of management of the Borrower to participate in conference calls with the Administrative Agent and the Lenders on a quarterly basis and, at the reasonable request of and upon reasonable advance notice by the Administrative Agent, on a more frequent basis.

ARTICLE VI

Negative Covenants

Until the US Tranche Revolving Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated (or otherwise have been cash collateralized or backstopped in a manner reasonably acceptable to the Administrative Agent and the applicable Issuing Bank) and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) the Secured Obligations;

(b) Indebtedness set forth in Schedule 6.01 and extensions, renewals, restructurings, refinancings and replacements of any such Indebtedness in accordance with clause (f) hereof;

(c) Indebtedness of the Borrower to any Subsidiary and of any Subsidiary to the Borrower or any other Subsidiary; provided that (i) Indebtedness of any Subsidiary that is not a Domestic Loan Party to any Domestic Loan Party (other than such Indebtedness set forth on Schedule 6.13) shall be subject to the limitations set forth in Section 6.13(c) and (ii) Indebtedness of any Domestic Loan Party to any Subsidiary that is not a Domestic Loan Party shall be subordinated to the Secured Obligations on terms reasonably satisfactory to the Administrative Agent;

(d) Guarantees by the Borrower of Indebtedness of any Subsidiary and by any Subsidiary of Indebtedness of the Borrower or any other Subsidiary; provided that (i) the Indebtedness so guaranteed is permitted by this Section 6.01, (ii) Guarantees by the Borrower or any Loan Party of Indebtedness of any Subsidiary that is not a Domestic Loan Party shall be subject to Section 6.13(c) and (iii) Guarantees permitted under this clause (d) shall be subordinated to the Secured Obligations of the applicable Subsidiary on the same terms as the Indebtedness so Guaranteed is subordinated to the Secured Obligations;

(e) Indebtedness of the Borrower or any Subsidiary incurred to finance the acquisition or construction of any new and unused fixed or capital assets, including Capitalized Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof, and extensions, renewals, restructurings, refinancings and replacements of any such Indebtedness in accordance with clause (f) hereof; provided that (i) such Indebtedness is incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed $25,000,000 at any time outstanding;

(f) Indebtedness which represents an extension, restructuring, refinancing, replacement or renewal of any of the Indebtedness described in clauses (b), (e), (q), (r) and (s) hereof; provided that, (i) the principal amount of such Indebtedness is not increased except by an amount equal to (x) any existing commitments unutilized thereunder, (y) by a reasonable premium, and fees and expenses reasonably incurred, in connection with such extension, restructuring, refinancing, replacement or renewal and (z) accrued interest in respect of Indebtedness extended, restructured, refinanced, replaced or renewed, (ii) any Liens securing such Indebtedness are not extended to any additional property of any Loan Party, (iii) no Loan Party that is not originally obligated with respect to repayment of such Indebtedness is required to become obligated with respect thereto, (iv) such extension, restructuring, refinancing, replacement or renewal does not result in a shortening of the average weighted maturity of the Indebtedness so extended, restructured, refinanced, replaced or renewed, (v) the terms, taken as a whole, of any such extension, restructuring, refinancing, replacement or renewal are not less favorable to the obligor thereunder than the original terms of such Indebtedness and (vi) if the Indebtedness that is restructured, refinanced, renewed, replaced or extended was subordinated in right of payment to the Secured Obligations, then the terms and conditions of the restructuring, refinancing, replacement, renewal, or extension Indebtedness must include subordination terms and conditions that are at least as favorable to the Administrative Agent and the Lenders as those that were applicable to the restructured, refinanced, replaced, renewed, or extended Indebtedness;

(g) Indebtedness of the Borrower or any Subsidiary incurred pursuant to a Permitted Receivables/ABL Facility in an aggregate principal amount not to exceed $400,000,000 at any time outstanding;

(h) Indebtedness of the Borrower or any Subsidiary as an account party in respect of trade letters of credit;

(i) Indebtedness (i) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds for a period not more than five (5) Business Days after any Financial Officer has knowledge thereof and (ii) in respect of customary netting services and overdraft protections in connection with deposit accounts, in each case for clauses (i) and (ii) in the ordinary course of business;

(j) Indebtedness incurred pursuant to Swap Agreements entered into in the ordinary course of business and not for speculative purposes and in respect of Cash Management Obligations;

(k) Indebtedness owed to (including obligations in respect of letters of credit for the benefit of) any Person providing worker's compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Borrower or any Subsidiary, pursuant to reimbursement or indemnification obligations to such Person and incurred in the ordinary course of business;

(l) Indebtedness of the Borrower and its 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, 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;

(m) Indebtedness 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;

(n) Indebtedness (i) incurred in the ordinary course of business in connection with the financing of insurance premiums and (ii) in respect of (w) all Take or Pay Obligations described in item 3, of Schedule 6.01 and in existence as of the Effective Date (and any extension, replacements or renewals thereof to the extent the original contract amount is not increased), (x) any renewal, extension or replacement of any contract in respect of any Take or Pay Obligations described in the foregoing clause (w) to the extent that such renewal, extension or replacement increases the original amount of such contract, (y) any other Take or Pay Obligations incurred after the Effective Date (and any extension, replacements or renewals thereof to the extent the original contract amount is not increased) and (z) any renewal, extension or replacement of any contract in respect of any Take or Pay Obligations described in the foregoing clause (y) to the extent that such renewal, extension or replacement increases the original amount of such contract; provided that the aggregate amount of the Take or Pay Obligations described in the foregoing clauses (x), (y) and (z) shall not exceed $15,000,000;

(o) Attributable Debt or any other Capitalized Lease Obligations incurred in connection with Sale and Leaseback Transactions existing on the Effective Date or otherwise permitted under this Agreement;

(p) Indebtedness in respect of the Specified Pension Fund Obligations and Guarantees thereof by any Subsidiary Guarantor solely to the extent such Subsidiary Guarantor owns any Specified Properties subject to a Lien permitted under Section 6.02(m) to secure such Specified Pension Fund Obligations (and, for the avoidance of doubt, the dollar amount of any such Guarantee in respect of any Specified Pension Fund Obligations shall be limited to the Specified Value of the Specified Properties owned by such Subsidiary Guarantor securing such Specified Pension Fund Obligations) in an aggregate principal amount not to exceed the amount outstanding as of the Effective Date at any time outstanding;

(q) Indebtedness in respect of the 6% Convertible Senior Notes in an aggregate principal amount not to exceed $70,000,000 at any time outstanding;

(r) Indebtedness in respect of the 10% Restructuring Convertible Senior Notes in an aggregate principal amount not to exceed $140,000,000 (plus any increase in the principal amount thereof in respect of any interest or liquidated damages paid in kind (rather than in cash) thereunder in accordance with the terms and conditions of the 10% Restructuring Convertible Senior Note Indenture in effect as of the Effective Date, but minus any principal payments in respect thereof made in accordance with the terms and conditions of this Agreement) at any time outstanding;

(s) Indebtedness in respect of the 10% New Convertible Senior Notes in an aggregate principal amount not to exceed $100,000,000 (plus any increase in the principal amount thereof in respect of any interest or liquidated damages paid in kind (rather than in cash) thereunder in accordance with the terms and conditions of the 10% New Convertible Senior Note Indenture in effect as of the Effective Date, but minus any principal payments in respect thereof made in accordance with the terms and conditions of this Agreement) at any time outstanding;

(t) to the extent constituting Indebtedness, the Borrower and its Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 6.13;

(u) Indebtedness of the Borrower or any of its Subsidiaries incurred in respect of Sale and Leaseback Transactions expressly permitted by Section 6.18; and

(v) Indebtedness under any letter of credit (to the extent collateralized with cash, Permitted Investments, deposit accounts or securities accounts maintaining cash, Permitted Investments or investment property or the proceeds of the foregoing); provided that the aggregate principal amount of Indebtedness permitted by this clause (v) shall not exceed $125,000,000 at any time outstanding;

(w) other Indebtedness in an aggregate principal amount not exceeding $25,000,000 at any time outstanding.

SECTION 6.02. Liens. The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of the Borrower or any Subsidiary set forth in Schedule 6.02; provided that (i) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary (other than proceeds and accessions) unless otherwise permitted hereunder and (ii) such Lien shall secure only those obligations which it secures on the date hereof and extensions, renewals, restructurings, refinancings and replacements thereof that do not increase the outstanding principal amount thereof unless otherwise permitted by Section 6.01;

(c) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of the Borrower or any Subsidiary (other than proceeds or accessions) unless otherwise permitted hereby and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be and extensions, renewals, restructurings and replacements thereof that do not increase the outstanding principal amount thereof;

(d) Liens on fixed or capital assets acquired, constructed or improved by the Borrower or any Subsidiary (and proceeds and accessions thereto); provided that (i) the aggregate amount of Indebtedness secured by such Liens shall not exceed $50,000,000 at any time, (ii) such security interests and the Indebtedness secured thereby are incurred prior to or within ninety (90) days after such acquisition or the completion of such construction or improvement, (iii) the Indebtedness secured thereby does not exceed 100% of the cost of acquiring, constructing or improving such fixed or capital assets and (iv) such security interests shall not apply to any other property or assets of the Borrower or any Subsidiary unless otherwise permitted hereunder;

(e) (i) Liens arising under Permitted Receivables/ABL Facilities; provided that the principal amount of Indebtedness secured by such Liens shall not exceed $400,000,000 and (ii) Liens in favor of any Loan Party on Permitted Receivables/ABL Facility Assets securing the payment of any intercompany promissory note made by the Receivables Entity under a Permitted Receivables/ABL Facility, all in accordance with the terms and conditions of the Permitted Receivables/ABL Facility Documents;

(f) Liens pursuant to any Loan Document or in respect of any Swap Agreement permitted under Section 6.14;

(g) leases, licenses, subleases and sublicenses created in the ordinary course of business which do not interfere in any material respect with the business of the Borrower or any Domestic Subsidiary or Foreign Subsidiary;

(h) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(i) Liens (i) on cash advances or earnest money deposits in favor of the seller of any property to be acquired in a Permitted Acquisition or Investment permitted hereunder, which cash advances shall be applied against the purchase price for such Permitted Acquisition and (ii) consisting of an agreement to dispose of any property;

(j) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Borrower of any of its Subsidiaries in the ordinary course of business;

(k) Subject to the terms and conditions of the Intercreditor Agreement, Liens on the applicable Specified Properties to secure the Specified Pension Fund Obligations and interest, fees, expenses, costs and indemnities incurred in connection therewith;

(l) Subject to the terms and conditions of the Intercreditor Agreement, third-priority Liens on those certain parcels of real property owned by the Borrower or any of its Subsidiaries which are not Specified Properties (such other parcels of real property which are identified on Schedule 6.02(m), the "Junior Lien Properties") to secure the Specified Pension Fund Obligations and interest, fees, expenses, costs and indemnities occurred in connection therewith; provided that such Liens shall only be permitted hereunder to the extent that they remain in all respects subordinate, junior and subject to the Liens of the Holders of Secured Obligations in respect of such Junior Lien Properties;

(m) Subject to the terms and conditions of the Intercreditor Agreement, Liens arising under the 10% Restructuring Convertible Senior Notes Documents; provided that the principal amount of Indebtedness secured by such Liens shall not exceed the amount of Indebtedness permitted under Section 6.01(r);

(n) Subject to the terms and conditions of the Intercreditor Agreement, Liens arising under the 10% New Convertible Senior Notes Documents; provided that the principal amount of Indebtedness secured by such Liens shall not exceed the amount of Indebtedness permitted under Section 6.01(s);

(o) (i) Liens in favor of the trustee under the 6% Senior Notes Indenture arising pursuant to Section 7.07 thereof, (ii) Liens in favor of the collateral trustee under the 10% Restructuring Convertible Senior Notes Indenture arising pursuant to Section 7.07 thereof, (iii) Liens in favor of the collateral trustee under the 10% New Convertible Senior Notes Indenture arising pursuant to Section 7.07 thereof and (iv) Liens in favor of the escrow agent pursuant to Section 8(b) of the Escrow Agreements;

(p) Liens securing Indebtedness permitted under Section 6.01(u), Liens securing Indebtedness permitted under Section 6.01(n)(i) and Liens on cash collateral, deposit accounts, securities accounts, Permitted Investments and investment property and proceeds thereof securing Indebtedness permitted under Section 6.01(v); provided that the aggregate amount of cash and Permitted Investments subject to such Lien in respect of such Indebtedness permitted under Section 6.01(v) shall not exceed 105% of the amount of the Indebtedness secured thereby; and

(q) other Liens securing obligations; provided that the aggregate amount of Indebtedness (the terms and conditions of which Indebtedness, including, without limitation, the maturity thereof, shall be reasonably acceptable to the Administrative Agent) secured by Liens described in paragraphs (b) and (c) above and this paragraph (q) at any time does not exceed $25,000,000.

SECTION 6.03. Fundamental Changes. (a) The Borrower will not, and will not permit any Domestic Subsidiary or any Foreign Subsidiary to, merge into or amalgamate or consolidate with any other Person, or permit any other Person to merge into or amalgamate or consolidate with it, or enter into any Asset Sale (in one transaction or in a series of related transactions) with respect to all or substantially all of its assets, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing (i) any Person may merge into the Borrower in a transaction in which the Borrower is the surviving organization, (ii) any Person may merge into or amalgamate or consolidate with any Subsidiary in a transaction in which the surviving entity is a Subsidiary in connection with a Permitted Acquisition permitted pursuant to Section 6.04, (iii) any Subsidiary may sell, transfer, lease or otherwise dispose of its assets to the Borrower or to another Subsidiary, (iv) the Borrower and its Subsidiaries may enter into any asset sale not otherwise prohibited by Section 6.05, (v) (A) any Domestic Subsidiary may merge into or amalgamate or consolidate with any other Domestic Loan Party or, to the extent permitted by Section 6.13(c), any Foreign Subsidiary, (B) any Foreign Subsidiary may merge into or amalgamate or consolidate with any other Foreign Subsidiary, (C) any Foreign Subsidiary may merge into or amalgamate or consolidate with any Domestic Loan Party in a transaction in which such Domestic Loan Party is the surviving organization, (vi) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (vii) so long as no Event of Default exists or would result therefrom (in the case of a merger involving a Loan Party), any Subsidiary may merge with any other Person in order to effect an Investment permitted pursuant to Section 6.13; provided that the continuing or surviving Person shall be a Subsidiary or the Borrower, which together with each of its Subsidiaries, shall have complied with the requirements of Section 5.09 and Section 5.10; provided, further, that any such merger under clause (i) or (ii) above involving a Person that is not a Wholly-Owned Subsidiary immediately prior to such merger shall not be permitted unless also permitted by Section 6.04.

(b) The Borrower will not, and will not permit any of its Subsidiaries to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Subsidiaries on the date of execution of this Agreement and businesses reasonably related, ancillary or complementary thereto.

SECTION 6.04. Acquisitions. The Borrower will not, and will not permit any of its Subsidiaries to make any Acquisition, except the Permitted ABS Acquisition, the Permitted Acquisition and Acquisitions of Subsidiaries otherwise permitted hereunder; provided, that no Default exists immediately prior to, or after giving effect to any such Acquisition.

SECTION 6.05. Asset Sales. Neither the Borrower nor any of its Subsidiaries will consummate any Asset Sale unless:

(a) such Asset Sale (other than Investments permitted by Section 6.13) is made on an arms-length basis and for 85% cash consideration;

(b) the consideration received in connection with any Real Estate Asset Sale shall be equal to or greater than 85% of the appraised value (using an appraisal reasonably acceptable to the Administrative Agent) or, solely to the extent that an acceptable appraisal does not exist, 100% of the net book value of the asset subject to such Asset Sale;

(c) the consideration received in connection with any Non-Real Estate Asset Sale and involving an asset with a net book value in excess of $5,000 shall be equal to or greater than 100% of the net book value of the asset subject to such Asset Sale;

(d) the Net Cash Proceeds in respect of all property disposed of in such Asset Sale, when aggregated with any other Asset Sales (other than those Asset Sales described on Schedule 6.05(d)) consummated during the same fiscal year of the Borrower, shall not exceed an aggregate amount of $25,000,000 during any fiscal year of the Borrower; provided that any Net Cash Proceeds resulting from the sale or other disposition of real property which collateralizes the 2009 Pension Deferred Obligations in a first lien position subject to the terms of the Intercreditor Agreement shall not be counted against the limitations set forth in this clause (d);

(e) no Default or Event of Default has occurred and is continuing prior to making such Asset Sale or would arise after giving effect (including pro forma effect reasonably acceptable to the Administrative Agent) thereto; and

(f) with respect to each Real Estate Asset Sale occurring after July 30, 2009, the Borrower has delivered a certificate in respect thereof in form and substance reasonably satisfactory to the Administrative Agent;

provided that, for the avoidance of doubt, to the extent that multiple assets are being sold in an Asset Sale or series of related Asset Sales, the percentage thresholds referenced in the foregoing clauses (b) and (c) shall be deemed satisfied so long as the aggregate consideration received in respect of such assets pursuant to such Asset Sale(s) equals or exceeds the relevant percentage of the aggregate appraised value or net book value, as applicable, of such assets.

SECTION 6.06. Transactions with Affiliates. The Borrower will not, and will not permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except in each of the following circumstances: (a) transactions between or among (i) the Loan Parties and (ii) the Foreign Subsidiaries, (b) transactions among the Borrower and its Affiliates otherwise permitted by the express terms of this Agreement, (c) transactions among the Borrower or its

Subsidiaries and their Affiliates in the ordinary course of business at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (d) the Transactions and the payment of fees and expenses as part of or in connection with the Transactions, (e) employment and severance arrangements between the Borrower and its Subsidiaries and their respective officers and employees in the ordinary course of business and transactions pursuant to stock option plans and employee benefit plans and arrangements in the ordinary course of business, and (f) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, managers, officers, employees and consultants of the Borrower and its Subsidiaries in the ordinary course of business.

SECTION 6.07. Financial Covenants.

(a) Maximum Total Leverage Ratio. The Borrower will not permit the Total Leverage Ratio as of the end of the Test Period ending as of the end of each of its fiscal quarters set forth below to exceed the applicable ratio set forth below:

Test Period Ending	Maximum Total Ratio
March 31, 2012	9.00 to 1.00
June 30, 2012	9.30 to 1.00
September 30, 2012	7.00 to 1.00
December 31, 2012	5.90 to 1.00
March 31, 2013	5.30 to 1.00
June 30, 2013	4.60 to 1.00
September 30, 2013	4.00 to 1.00
December 31, 2013	3.60 to 1.00
March 31, 2014	3.30 to 1.00
June 30, 2014	3.20 to 1.00
September 30, 2014	3.00 to 1.00
December 31, 2014	3.10 to 1.00

(b) Minimum Interest Coverage Ratio. The Borrower will not permit the Interest Coverage Ratio as of the end of the Test Period ending as of the end of each of its fiscal quarters set forth below to be less than the applicable ratio set forth below:

Test Period Ending	Minimum Interest Coverage Ratio
March 31, 2012	1.00 to 1.00
June 30, 2012	1.10 to 1.00
September 30, 2012	1.40 to 1.00
December 31, 2012	1.70 to 1.00
March 31, 2013	1.80 to 1.00
June 30, 2013	2.20 to 1.00
September 30, 2013	2.50 to 1.00
December 31, 2013	2.80 to 1.00
March 31, 2014	3.00 to 1.00
June 30, 2014	3.20 to 1.00
September 30, 2014	3.30 to 1.00
December 31, 2014	3.30 to 1.00

(c) Minimum Cash. From and after the Effective Date, the Borrower will maintain Available Cash equal to or greater than $50,000,000 at all times.

(d) Minimum Consolidated EBITDA. The Borrower will not permit Consolidated EBITDA for any four consecutive fiscal quarter period ending as of the end of each of its fiscal quarters set forth below to be less than the amount set forth opposite such period:

Four Consecutive Fiscal Quarter Period Ending	Minimum Consolidated EBITDA	
September 30, 2011	$	125,000,000
December 31, 2011	$	125,000,000
March 31, 2012	$	160,000,000
June 30, 2012	$	160,000,000
September 30, 2012	$	210,000,000
December 31, 2012	$	250,000,000
March 31, 2013	$	275,000,000
June 30, 2013	$	325,000,000
September 30, 2013	$	370,000,000
December 31, 2013	$	415,000,000
March 31, 2014	$	450,000,000
June 30, 2014	$	475,000,000
September 30, 2014	$	495,000,000
December 31, 2014	$	495,000,000

(e) Maximum Capital Expenditures. The Borrower will not, nor will it permit any Subsidiary to, incur or make any Capital Expenditures during any period set forth below in an amount exceeding the amount set forth opposite such period:

Period	Maximum Capital Expenditures	
For the two consecutive fiscal quarters ending December 31, 2011	$	90,000,000
For the four consecutive fiscal quarters ending December 31, 2012	$	200,000,000
For the four consecutive fiscal quarters ending December 31, 2013	$	250,000,000
For the four consecutive fiscal quarters ending December 31, 2014	$	355,000,000
For the fiscal quarter ending March 31, 2015	$	90,000,000

(i) The amount of “Maximum Capital Expenditures” set forth in the table above in respect of any “Period” in such table (a “Period”) shall be decreased by the aggregate amount of Indebtedness incurred by the Borrower or any Subsidiary in reliance on Section 6.01(e) during such Period.

(ii) Notwithstanding anything to the contrary contained above, to the extent that the aggregate amount of Capital Expenditures made by the Borrower and its Subsidiaries (plus the aggregate amount of Indebtedness incurred as described in the foregoing clause (i)) in any Period that reduced the amount of Capital Expenditures that could be made in such Period

pursuant to the table above (but disregarding any Capital Expenditures made in reliance on any Rollover Amount utilized during such year) is less than the maximum amount set forth in the table above, fifty percent (50%) of the amount of such difference (the "Rollover Amount") may be carried forward and used to make Capital Expenditures in the immediately succeeding fiscal year (with such Rollover Amount deemed utilized first in such succeeding fiscal year).

(iii) In addition to the Capital Expenditures permitted pursuant to the preceding paragraph, the Borrower and its Subsidiaries may make additional Capital Expenditures at any time in an amount not to exceed the portion, if any, of the Available Basket Amount the date of such Capital Expenditure that the Borrower elects to apply to this Section 6.07(e)(iii), so long as no Event of Default has occurred and is continuing or would result therefrom.

SECTION 6.08. [Reserved].

SECTION 6.09. Restrictive Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any Collateral to secure the Secured Obligations; provided that the foregoing shall not apply to (i) restrictions and conditions imposed by law or by any Loan Document, the Senior Notes Documents, the Contribution Deferral Agreement, or a Permitted Receivables/ABL Facility, (ii) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary or an asset pending such sale, provided such restrictions and conditions apply only to the Subsidiary or the asset, as applicable, that is to be sold and such sale is permitted hereunder, (iii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iv) customary provisions in leases, subleases, licenses or sublicenses and other contracts restricting the assignment, lease, sublease, license or sublicense thereof (or otherwise restricts the granting of a Lien on the assets subject thereto), (v) customary provisions in joint venture agreements and similar agreements and applicable solely to such joint venture.

SECTION 6.10. Restricted Payments. The Borrower will not, and will not permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) the Borrower may make Restricted Payments with respect to its Equity Interests payable solely in additional shares of its Equity Interests, or, in the case of preferred stock, may increase the aggregate liquidation value thereof, (b) Subsidiaries may make Restricted Payments ratably with respect to their Equity Interests, (c) the Borrower may make Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans for directors, officers, members of management or employees of the Borrower and its Subsidiaries, (d) to the extent constituting Restricted Payments, the Borrower and its Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 6.13, (e) any Restricted Payment made in connection with consummation of the Transactions and (f) the Borrower and its Subsidiaries may make any other Restricted Payment so long as (i) no Default or Event of Default has occurred and is continuing prior to making such Restricted Payment or would arise after giving effect (including pro forma effect acceptable to the Administrative Agent) thereto and (ii) the Total Leverage Ratio would not exceed 2.00 to 1.00 after giving effect (including pro forma effect reasonably acceptable to the Administrative Agent) thereto.

SECTION 6.11. Guarantors Under other Indebtedness. The Borrower shall not at any time permit any Domestic Subsidiary to guaranty any other Indebtedness of the Borrower or any of its Subsidiaries in an aggregate amount of $5,000,000 or more unless and until such Domestic Subsidiary has become a Subsidiary Guarantor pursuant to, and in accordance with the terms of, Section 5.09 and, if applicable, complied with the terms of Section 5.10 hereof.

SECTION 6.12. Collateral in Respect of First Tier Foreign Insurance Subsidiaries. The Borrower shall not and shall not permit any Subsidiary to (i) pledge any Equity Interests of any First Tier Foreign Insurance Subsidiary or (ii) grant a security interest in any of the property of any First Tier Foreign Insurance Subsidiary to any Person other than to or for the benefit of the Administrative Agent, for the benefit of the Holders of Secured Obligations and to or for the benefit of the collateral trustee for the benefit of the holders of the 10% New Money Convertible Senior Notes and 10% Restructuring Convertible Senior Notes.

SECTION 6.13. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any of its Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a wholly owned Subsidiary prior to such merger) any capital stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any other equity interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of related transactions) any other Person or any assets of any other Person constituting a business unit (collectively, "Investments"), except:

(a) Permitted Investments;

(b) Investments by the Borrower and its Subsidiaries described on Schedule 6.13 and extensions, renewals or replacements thereof;

(c) Investments made by the Borrower in or to or for the benefit of any Subsidiary and made by any Subsidiary in or to or for the benefit of the Borrower or any other Subsidiary; provided that the aggregate amount of such Investments made by Loan Parties to Subsidiaries that are not Domestic Loan Parties shall not exceed $5,000,000 in the aggregate at any time outstanding (in each case determined without regard to any write-downs or write-offs);

(d) loans and advances to officers, directors and employees of the Borrower or its Subsidiaries in the ordinary course of business (including, without limitation, for travel, entertainment and relocation expenses) not to exceed $1,000,000 in the aggregate at any time outstanding;

(e) the Borrower and its Subsidiaries may (i) acquire and hold accounts receivables or other extensions of credit owing to any of them if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary terms, (ii) endorse negotiable instruments for collection in the ordinary course of business, (iii) make lease, utility and other similar deposits or any other advance or deposit permitted by this Agreement in the ordinary course of business or (iv) make prepayments and deposits to suppliers in the ordinary course of business;

(f) Investments incurred pursuant to permitted Swap Agreements under Section 6.14;

(g) Investments to establish new wholly-owned Subsidiaries to the extent such Subsidiary shall comply with Section 5.09;

(h) Investments in securities or other assets of trade creditors, customers or other Persons in the ordinary course of business and consistent with such Loan Party's past practices that are received in settlement of bona fide disputes or pursuant to any plan of reorganization or liquidation or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers;

(i) Investments to the extent such Investments reflect an increase in the value of Investments otherwise permitted under this Section 6.13;

(j) Investments in deposit accounts or securities accounts opened in the ordinary course of business provided such deposit accounts or securities accounts are subject to deposit account control agreements or securities account control agreement if required hereunder;

(k) Investments by any Loan Parties arising from the capitalization or forgiveness of any Indebtedness owed to it by any other Loan Party or received in connection with the bankruptcy or reorganization of, or the settlement of delinquencies of, customers and suppliers of the Borrower and its Subsidiaries;

(l) any Investment received in connection with an Asset Sale made pursuant to the provisions of Section 6.05 hereof or any other disposition of assets not constituting an Asset Sale;

(m) Capital Expenditures otherwise permitted under this Agreement;

(n) Investments in connection with contractual put rights or offer rights in respect of the Jiayu Acquisition;

(o) repurchase or repayment of any Indebtedness to the extent not prohibited by this Agreement;

(p) Investments (i) constituting pledges, deposits or advances permitted under Section 6.02, (ii) transactions permitted under Section 6.04 and (iii) Restricted Payments permitted under Section 6.10;

(q) Investments by any Subsidiary of the Borrower in connection with Guarantees of any Specified Pension Fund Obligations solely to the extent issued in connection with a Lien permitted under Sections 6.02(l) or (m);

(r) Investments made in connection with the Transactions;

(s) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices;

(t) Investments to the extent that payment for such Investments is made solely with Equity Interests of the Borrower;

(u) Investments represented by subordinated intercompany promissory notes made by the Receivables Entity under a Permitted Receivables/ABL Facility in favor of any Loan Party, in respect of which promissory notes the Collateral Agent has been granted a first-priority Lien thereon (subject to Permitted Liens);

(v) Investments made by the Borrower in YRCW Receivables on the Effective Date in order to capitalize such Receivables Entity in accordance with the terms and conditions of the ABL Credit Agreement; and

(w) any other Investment so long as the aggregate amount of all such Investments does not exceed $1,000,000 plus the Available Basket Amount at any time outstanding. The aggregate amount of an Investment at any one time outstanding for purposes of this Section 6.13 shall be deemed to be equal to (A) the aggregate amount of cash, together with the aggregate fair market value of property loaned, advanced, contributed, transferred or otherwise invested that gives rise to such Investment minus (B) the aggregate amount of dividends, distributions or other payments received in cash in respect of such Investment (including by way of a sale or other disposition of such Investment).

The aggregate amount of an Investment at any one time outstanding for purposes of this Section 6.13 shall be deemed to be equal to (A) the aggregate amount of cash, together with the aggregate fair market value of property loaned, advanced, contributed, transferred or otherwise invested that gives rise to such Investment minus (B) the aggregate amount of dividends, distributions or other payments received in cash in respect of such Investment (including by way of a sale or other disposition of such Investment).

SECTION 6.14. Swap Agreements. The Borrower will not, and will not permit any of its Subsidiaries to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (other than those in respect of Equity Interests of the Borrower or any of its Subsidiaries), and (b) Swap Agreements entered into in order to cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary.

SECTION 6.15. [Reserved].

SECTION 6.16. Certain Payments of Indebtedness. The Borrower will not, and will not permit any of its Subsidiaries to, make or agree to pay or make, directly or indirectly, any voluntary or optional redemption of or voluntary or optional payment or other voluntary or optional distribution (whether in cash, securities or other property) of or in respect of principal of or interest on or any fee or other voluntary payment in connection with, any Indebtedness, including any sinking fund or similar deposit, in each case on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness, except:

(a) payment of Indebtedness created under the Loan Documents;

(b) refinancing, renewals and replacements of Indebtedness to the extent permitted by Section 6.01;

(c) payments of intercompany Indebtedness to the extent that such intercompany Indebtedness is expressly permitted to remain outstanding pursuant to the terms of this Agreement;

(d) payments of Indebtedness under the 6% Convertible Senior Notes solely with the Net Cash Proceeds from any event described in clause (c) of the definition of “Prepayment Event” (i.e., from the issuance of any common stock or other Equity Interests by the Borrower or any Subsidiary); or

(e) after the date on which the Borrower has irrevocably paid in full in cash all principal, interest and other amounts under, and all other sums payable in respect of, the 6% Convertible Senior Notes (such date, the “Specified Date”), payments of Indebtedness under the 10% Restructuring Convertible Senior Notes with the Applicable Borrower Percentage of the Net Cash Proceeds received by the Borrower or any Subsidiary on or after the Specified Date from any event described in clause (c) of the definition of “Prepayment Event” (i.e., from the issuance of any common stock or other Equity Interests by the Borrower or any Subsidiary) (it being understood and agreed that (i) nothing in this clause (e) shall affect the Borrower’s obligation to prepay the Obligations in an aggregate amount equal to the Applicable Prepayment Percentage of any such Net Cash Proceeds in accordance with Section 2.12(d)

and (ii) the payments of Indebtedness under the 10% Restructuring Convertible Notes that are permitted to be made in reliance on this clause (e) shall be made solely from the Applicable Borrower Percentage of such Net Cash Proceeds and shall not exceed an aggregate amount of $70,000,000); provided that the price per share of such issuance of common stock or other Equity Interests must be equal to or higher than the "Conversion Price" (under and as defined in the 10% Restructuring Convertible Senior Note Indenture) then in effect on the date of such payment.

SECTION 6.17. Amendments of Material Documents. The Borrower will not, and will not permit any of its Subsidiaries to, amend, modify or waive any of its rights under (a) any agreement relating to any Material Indebtedness, (b) its certificate of incorporation, by-laws, operating, management or partnership agreement or other organizational documents, (c) the BofA Lease, (d) the RBS Lease, (e) the Volvo Lease, (f) the Contribution Deferral Agreement or (g) the IBT MOU, to the extent any such amendment, modification or waiver would be materially adverse to the Lenders (except to the extent that any such amendment, modification or waiver are no more restrictive to the Borrower than any refinancing of any such Indebtedness as would be permitted pursuant to the terms of Section 6.01(f)).

SECTION 6.18. Sale and Leaseback Transactions. The Borrower shall not, nor shall it permit any Subsidiary to, enter into any Sale and Leaseback Transaction other than the Sale and Leaseback Transactions set forth on Schedule 6.18.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise (including, without limitation, payments required to be made pursuant to the terms and conditions of Section 2.12);

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Subsidiary in or in connection with this Agreement or any other Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification hereof or waiver hereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02, 5.03 (with respect to the Borrower's existence), 5.08 5.09, 5.10 or 5.11 or in Article VI (other than (i) Section 6.07(c) with respect to which no Event of Default shall occur hereunder unless the Borrower violates such covenant for a period of three (3) consecutive Business Days (or, to the extent that the Borrower is only required to report Available Cash each Friday (rather than each Business Day) at such time, for a period of three (3) consecutive Fridays) and (ii) Section 5.01(n) and Section 5.01(o), with respect to which no Event of Default shall occur hereunder unless the Borrower violates such covenant and does not make the required delivery within five (5) Business Days of such violation);

(e) the Borrower or any Subsidiary Guarantor, as applicable, shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or in any other Loan Document (other than those specified in clause (a), (b) or (d) of this Article), and such failure shall continue unremedied for a period of thirty (30) days after notice thereof from the Administrative Agent to the Borrower (which notice will be given at the request of any Lender);

(f) the Borrower or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness; provided, further, for the avoidance of doubt, the existence of any right or option of any holder of any convertible Indebtedness to convert any Indebtedness represented thereby into Equity Interests of the Borrower and/or any cash settlement (including in respect of fractional shares) in connection with such conversion or the conversion of such Indebtedness shall not constitute an Event of Default under this clause (g);

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief in respect of the Borrower, any Domestic Subsidiary or any Foreign Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, administrative, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower, any Domestic Subsidiary or any Foreign Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) the Borrower, any Domestic Subsidiary or any Foreign Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking bankruptcy, winding up, dissolution (other than any dissolution, solely to the extent expressly permitted herein), liquidation (other than any liquidation, solely to the extent expressly permitted herein), administration, moratorium, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower, any Domestic Subsidiary or any Foreign Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment or arrangement for the benefit of creditors or (vi) take any corporate action for the purpose of authorizing any of the foregoing;

(j) the Borrower, any Domestic Subsidiary or any Foreign Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of $10,000,000 (to the extent not covered by independent third party insurance as to which the insurer has not denied coverage) shall be rendered against the Borrower, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower or any Subsidiary to enforce any such judgment;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(m) a Change in Control shall occur;

(n) any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or the Borrower or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms);

(o) any Collateral Document shall for any reason fail to create a valid and perfected first priority security interest in any Collateral with a value of $10,000,000 in the aggregate at any time purported to be covered thereby, except as permitted by the terms of any Loan Document; provided that no Event of Default shall occur under this clause (o) as a result of any loss of perfection or priority caused by the failure of the Administrative Agent to maintain possession of certificates delivered to it representing securities pledged under the Collateral Documents or to file UCC continuation statements, or, as to Collateral consisting of real property, to the extent such losses are covered by a lender’s title insurance policy and the Administrative Agent shall be reasonably satisfied with the credit of such insurer;

(p) any default or event of default (or events or terms of like import) shall occur under the RBS Lease, the Volvo Lease and/or the BofA lease which results in the acceleration of obligations under such leases (either singularly or collectively) in an aggregate amount (when aggregated with the Permitted Lease Waiver Amount) in excess of $5,000,000 thereunder and such default, event of default or similar event shall not have been fully and completely cured within fifteen (15) days of such occurrence; provided that any Event of Default arising under this clause (p) shall be deemed automatically waived if and to the extent that such default, event of default or similar event under the RBS Lease, the Volvo Lease and/or the BofA Lease, as applicable, is waived in accordance with the terms thereof;

(q) the Borrower or any of its Subsidiaries shall, on or after February 10, 2009, pay an aggregate amount to satisfy obligations under the RBS Lease, the Volvo Lease and/or the BofA Lease, as applicable, by repayment of obligations due to a default or event of default thereunder or any acceleration thereof, and inclusive of any fee or other amount paid in connection with any of the foregoing, to any lessors or other creditors who have exercised (or threatened to exercise) remedies, under either such lease (exclusive of any scheduled lease payments thereunder), as applicable (such aggregate amount paid on or after February 10, 2009, the “Permitted Lease Waiver Amount”), in excess of $5,000,000;

(r) any amortization event or other similar repayment event under any Permitted Receivables/ABL Facility which is triggered by a “Servicer Default” (or event or term of like import) under (and as defined in) the applicable Permitted Receivables/ABL Facility Documents; provided that any Event of Default arising under this clause (r) shall be deemed automatically waived if and to the extent that such “Servicer Default” under the Permitted Receivables/ABL Facility is waived in accordance with the terms thereof;

(s) the IBT MOU shall be declared invalid or illegal, shall be terminated, or shall no longer be in full force and effect; or

(t) (i) at any time during the period commencing on August 23, 2013 and ending on September 23, 2013, Available Cash is less than the sum of (A) $50,000,000 plus (B) the lesser of (x) $12,000,000 and (y) the then outstanding principal amount of the 6% Convertible Notes, (ii) at any time during the period commencing on September 24, 2013 and ending on October 23, 2013, Available Cash is less than the sum of (A) $50,000,000 plus (B) the lesser of (x) $24,000,000 and (y) the then outstanding principal amount of the 6% Convertible Notes, (iii) at any time during the period commencing on October 24, 2013 and ending on November 23, 2013, Available Cash is less than the sum of (A) $50,000,000 plus (B) the lesser of (x) $36,000,000 and (y) the then outstanding principal amount of the 6% Convertible Notes, or (iv) at any time during the period commencing on November 24, 2013 and ending on February 23, 2014, Available Cash is less than the sum of (A) $50,000,000 plus (B) the then outstanding principal amount of the 6% Convertible Notes; provided that immediately on and after the Borrower's irrevocable payment in full in cash of all principal, interest and other amounts under, and all other sums payable in respect of the 6% Convertible Notes, this clause (t) shall be of no further force or effect;

then, and in every such Event of Default (other than an Event of Default with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any such principal or face amount not so declared to be due and payable or required to be prepaid may thereafter be declared to be due and payable or required to be prepaid), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Secured Obligations accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any Event of Default with respect to the Borrower described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Secured Obligations accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC.

ARTICLE VIII

The Agent

Each of the Lenders and the Issuing Banks hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Each of the Lenders, on its behalf and on behalf of its affiliates Holders of Secured Obligations, acknowledges that in connection with any Permitted Receivables/ABL Facility the Borrower and its Subsidiaries may from time to time create Liens permitted by this Agreement on a substantial portion of their property, including Collateral, to secure obligations owed to Persons other than the Lenders and that Borrower and its Subsidiaries from time to time may request the Collateral Agent to execute and deliver releases and intercreditor and subordination agreements with respect to Liens on the Collateral created by the Loan Documents in connection with a Permitted Receivables/ABL Facility. Each of the Lenders, on its behalf and on behalf of its affiliates Holders of Secured Obligations, hereby irrevocably authorizes the Collateral Agent to release or subordinate on terms reasonably satisfactory to the Administrative Agent any Lien granted to or held by or on behalf of the Collateral Agent upon any Collateral (i) if approved, authorized or ratified in writing by the Required Lenders, or (ii) subject to a Permitted Lien. Upon request by the Administrative Agent at any time, each Lender, on its behalf and on behalf of its affiliates Holders of Secured Obligations, will confirm in writing the Collateral Agent's authority to so direct the release or subordination of Liens on the Collateral created by the Loan Documents in respect of particular types or items of Collateral pursuant to this Article VIII. Subject to the terms of this paragraph, but without limitation of the foregoing, each Lender, on its behalf and on behalf of its affiliates Holders of Secured Obligations, authorizes the Collateral Agent to enter into at the request of Borrower, intercreditor and subordination agreements in form and substance reasonably satisfactory to the Administrative Agent. This paragraph is intended as an authorization by the Lenders to permit the Collateral Agent to take the actions described herein and neither Borrower nor any of its Subsidiaries or any other Person shall be entitled to the benefits hereof. In reliance on and pursuant to the foregoing authority the Collateral Agent may enter into intercreditor and subordination agreements and take other actions requested by Borrower in order to provide assurance to financing sources and their assignees and successors of the priority of any Liens in respect of Collateral, notwithstanding that such financing sources and their assignees and successors may have failed to maintain a perfected security interest thereon

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants,

agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the Issuing Banks and the Borrower. Upon any such resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent’s resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

None of the Lenders, if any, identified in this Agreement as a Syndication Agent or Co-Documentation Agent shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of such Lenders shall have or be deemed to have a fiduciary relationship with any Lender. Each Lender hereby makes the same acknowledgments with respect to the relevant Lenders in their respective capacities as Syndication Agent or Co-Documentation Agents, as applicable, as it makes with respect to the Administrative Agent in the preceding paragraph.

The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment of the principal of and interest on any Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

In its capacity, the Administrative Agent is a "representative" of the Holders of Secured Obligations within the meaning of the term "secured party" as defined in the UCC. Each Lender authorizes the Administrative Agent to enter into each of the Collateral Documents to which it is a party and to take all action contemplated by such documents. Each Lender agrees that no Holder of Secured Obligations (other than the Administrative Agent) shall have the right individually to seek to realize upon the security granted by any Collateral Document, it being understood and agreed that such rights and remedies may be exercised solely by the Administrative Agent for the benefit of the Holders of Secured Obligations upon the terms of the Collateral Documents. In the event that any Collateral is hereafter pledged by any Person as collateral security for the Secured Obligations, the Administrative Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Holders of Secured Obligations any Loan Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of or for the benefit of the Administrative Agent, on behalf of the Holders of Secured Obligations. The Lenders hereby authorize the Administrative Agent, at its option and in its discretion, to release any Lien granted to or held by the Administrative Agent upon any Collateral (i) as described in Section 9.15(b), (ii) as permitted by, but only in accordance with, the terms of the applicable Loan Document; or (iii) if approved, authorized or ratified in writing by the Required Lenders, unless such release is required to be approved by all of the Lenders hereunder. Upon request by the Administrative Agent at any time, the Lenders will confirm in writing the Administrative Agent's authority to release particular types or items of Collateral pursuant hereto. Upon any sale or transfer of assets constituting Collateral which is permitted pursuant to the terms of any Loan Document, or consented to in writing by the Required Lenders or all of the Lenders, as applicable, and upon at least five (5) Business Days' prior written request by the Borrower to the Administrative Agent, the Administrative Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Administrative Agent for the benefit of the Holders of Secured Obligations herein or pursuant hereto upon the Collateral that was sold or transferred; provided, however, that (i) the Administrative Agent shall not be required to execute any such document on terms which, in the Administrative Agent's opinion, would expose the Administrative Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Secured Obligations or any Liens upon (or obligations of the Borrower or any Subsidiary in respect of) all interests retained by the Borrower or any Loan Party, including (without limitation) the proceeds of the sale, all of which shall continue to constitute part of the Collateral.

The Borrower, on its behalf and on behalf of its Subsidiaries, and each Lender, on its behalf and on the behalf of its affiliated Holders of Secured Obligations, hereby irrevocably constitute the Administrative Agent as the holder of an irrevocable power of attorney (*fondé de pouvoir* within the meaning of Article 2692 of the Civil Code of Québec) in order to hold hypothecs and security granted by the Borrower or any Subsidiary on property pursuant to the laws of the Province of Quebec to secure obligations of the Borrower or any Subsidiary under any bond, debenture or similar title of indebtedness

issued by the Borrower or any Subsidiary in connection with this Agreement, and agree that the Administrative Agent may act as the bondholder and mandatary with respect to any bond, debenture or similar title of indebtedness that may be issued by the Borrower or any Subsidiary and pledged in favor of the Holders of Secured Obligations in connection with this Agreement. Notwithstanding the provisions of Section 32 of the An Act respecting the special powers of legal persons (Quebec), JPMorgan Chase Bank, N.A. as Administrative Agent may acquire and be the holder of any bond issued by the Borrower or any Subsidiary in connection with this Agreement (i.e., the *fondé de pouvoir* may acquire and hold the first bond issued under any deed of hypothec by the Borrower or any Subsidiary).

The Administrative Agent is hereby authorized to execute and deliver any documents necessary or appropriate to create and perfect the rights of pledge for the benefit of the Holders of Secured Obligations including a right of pledge with respect to the entitlements to profits, the balance left after winding up and the voting rights of the Borrower as ultimate parent of any Subsidiary of the Borrower which is organized under the laws of the Netherlands and the Equity Interests of which are pledged in connection herewith (a "Dutch Pledge"). Without prejudice to the provisions of this Agreement and the other Loan Documents, the parties hereto acknowledge and agree with the creation of parallel debt obligations of the Borrower or any relevant Subsidiary as will be described in any Dutch Pledge (the "Parallel Debt"), including that any payment received by the Administrative Agent in respect of the Parallel Debt will conditionally upon such payment not subsequently being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, preference, liquidation or similar laws of general application be deemed a satisfaction of a pro rata portion of the corresponding amounts of the Secured Obligations, and any payment to the Holders of Secured Obligations in satisfaction of the Secured Obligations shall conditionally upon such payment not subsequently being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, preference, liquidation or similar laws of general application be deemed as satisfaction of the corresponding amount of the Parallel Debt. The parties hereto acknowledge and agree that, for purposes of a Dutch Pledge, any resignation by the Administrative Agent is not effective until its rights under the Parallel Debt are assigned to the successor Administrative Agent.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrower, to YRC Worldwide Inc., 10990 Roe Avenue, Overland Park, Kansas 66211, Attention of Treasurer (Telecopy No. 913-323-9824) and General Counsel (Telecopy No. 913-323-9824);

(ii) if to the Administrative Agent, to JPMorgan Chase Bank, National Association, Loan and Agency Services, 1111 Fannin, Floor 10, Houston, Texas 77002, Attention of Alice Telles (Telecopy No. 713-750-2938), with a copy to JPMorgan Chase Bank, National Association, 383 Madison Avenue, New York, New York 10179, Attention of Bruce Borden (Telecopy No. 212-622-4556);

(iii) if to any Issuing Bank, to it at its address (or telecopy number) set forth in its Issuing Bank Agreement; and

(iv) if to any other Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, in each case with the consent of the Required Lenders; provided that no such agreement shall;

(i) increase any Commitment of any Lender without the written consent of such Lender,

(ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby,

(iii) postpone the date of any scheduled payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly and adversely affected thereby (it being understood that waiver of a mandatory prepayment or mandatory reduction of the Commitments shall not constitute a postponement or waiver of a scheduled payment or date of expiration),

(iv) change Section 2.19(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender directly affected thereby,

(v) change any of the provisions of this Section or the definitions of "Required Lenders" or "Required Revolving Lenders" or any other provision of any Loan Document to reduce the number or percentage of Lenders stated therein required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, or

(vi) release all or substantially all of the Subsidiary Guarantors from, or limit or condition, their obligations under the Subsidiary Guarantee Agreement (except as expressly permitted hereby) without the written consent of each Lender;

provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder or under any other Loan Document without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be.

(c) If in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly and adversely affected thereby," the consent of the Required Lenders (or Required Revolving Lenders, as applicable) is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Borrower may elect to replace a Non-Consenting Lender as a Lender party to this Agreement; provided that, concurrently with such replacement, (i) another bank or other entity, Lender, Affiliate of a Lender or an Approved Fund, which is reasonably satisfactory to the Borrower and the Administrative Agent (and the consent of the Administrative Agent shall be deemed to have been given for any Lender, Affiliate of any Lender and any Approved Fund), (the "Replacement Lender") shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, and (ii) the Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.16 and 2.18, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.17 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender. It is understood and agreed that, immediately and automatically and without any further action by or consent of the Non-Consenting Lender, upon the Replacement Lender and the Borrower making the payments to the Non-Consenting Lender described above, such Assignment and Assumption shall be fully and finally effective.

(d) Notwithstanding anything to the contrary herein the Administrative Agent may, with the consent of the Borrower only, amend, modify or supplement this Agreement or any of the other Loan Documents to cure any ambiguity, omission, mistake, defect or inconsistency.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates, including the reasonable fees, charges and disbursements of no more than two counsel, and one additional local

counsel in each applicable jurisdiction, for the Administrative Agent and its Affiliates, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by each Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank or any Lender, including the fees, charges and disbursements of no more than two counsel, and one additional local counsel in each applicable jurisdiction, for the Administrative Agent, the Issuing Bank(s) and the Lenders (and, solely in the event of a conflict of interest, one additional counsel to the Administrative Agent, the Issuing Bank(s) and the Lenders, taken as a whole), in connection with the enforcement or protection of its rights in connection with any Loan Document, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Borrower shall reimburse the Administrative Agent for all invoiced reasonable fees, charges, disbursements and out-of-pocket expenses of any financial advisor firm engaged by or on behalf of the Administrative Agent in the Administrative Agent's sole discretion in connection with the this Agreement in the same manner as set forth in Section 9.03(a) and (f) of the this Agreement. The Borrower shall reimburse the Administrative Agent for all invoiced reasonable fees, charges, disbursements and out-of-pocket expenses of a custodian reasonably acceptable to the Administrative Agent in connection with this Agreement and the Loan Documents to perfect the Liens on (and monitor the ongoing status of and services related thereto) the rolling stock owned by the Borrower and the Subsidiary Guarantors (the "Vehicle Title Custodian") in the same manner as set forth in Section 9.03(a) and (f) of this Agreement.

(c) The Borrower shall indemnify the Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any agreement or instrument contemplated thereby, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated thereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability arising out of the operations or properties of the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any of its Subsidiaries, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (or any of its Related Parties) or to the extent that such losses, claims, damages, liabilities or related expenses result from any disputes solely among the Indemnitees and not involving the Borrower or any of its Subsidiaries.

(d) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent or any Issuing Bank under paragraph (a), (b) or (c) of this Section, each Lender severally agrees to pay to the Administrative Agent, and each Revolving Lender severally agrees to pay to such Issuing Bank, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or such Issuing Bank in its capacity as such; and provided further that payment of any amount by any Lender pursuant to this clause (d) shall not relieve the Borrower of its obligation to pay such amount, and such Lender shall have a claim against the Borrower for such amount. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its share of the sum (without duplication) of the aggregate US Tranche Total Exposures and unused US Tranche Revolving Commitments at the time.

(e) To the extent permitted by applicable law, no party hereto shall assert, and each party hereto hereby waives, any claim against any other party hereto (or its Related Parties), (i) subject to Section 9.12, for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet) other than claims based on the gross negligence or willful misconduct of such Indemnitee, or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any of the Loan Documents or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(f) All amounts due under this Section shall be payable not later than 10 days after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b)(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower (provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof), provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent; and

(C) each Issuing Bank, unless a Term Loan is being assigned.

(i) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 (in the case of Revolving Commitments) or $1,000,000 (in the case of a Term Loan) unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of its US Tranche Revolving Commitment or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 unless otherwise agreed by the Administrative Agent;

(D) the assignee, if it is not already a Lender under the Agreement, hereby represents and warrants for the benefit of the Borrower, the Administrative Agent and the Lenders that, as of the date of such assignment, it will comply with Section 2.18(f) with respect to withholding tax on payments by the Borrower. It being understood that an assignee shall not be required hereby to take any action excused by the third sentence of Section 2.18(f)(i); and

(E) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its affiliates and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

For the purposes of this Section 9.04(b), the term "Approved Fund" has the following meaning:

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(ii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such

Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.16, 2.17, 2.18 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iii) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans and principal amount of LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive (absent manifest error), and the Borrower, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Issuing Banks and any Lender, at any reasonable time and from time to time upon reasonable prior notice. This Section 9.04(b) shall be construed so that the Loans and the LC Disbursements are at all times maintained in "registered form" within the meaning of the Code.

(iv) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05(c), 2.06(d) or (e), 2.07(b), 2.19(d) or 9.03(d), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of the Borrower, the Administrative Agent or any Issuing Bank, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrower, the Administrative Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.16, 2.17 and 2.18 (subject to the requirements and limitations therein, including the requirements under Section 2.18(f) (it being

understood that the documentation required under Section 2.18(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.19 and 2.20 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Sections 2.16 or 2.18, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.19(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any this Agreement) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any of the other Loan Documents shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement or any of the other Loan Documents is outstanding and unpaid or any Letter of Credit is outstanding and so long as the US Tranche Revolving Commitments have not expired or terminated. The provisions of Sections 2.16, 2.17, 2.18 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any of the other Loan Documents or any provision hereof or thereof.

SECTION 9.06. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the

subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final and in whatever currency denominated) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower or any Subsidiary Guarantor against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. Promptly upon the exercise of any set off rights by any Lender or its Affiliate, such Lender shall give notice thereof to the Administrative Agent and the Borrower; provided that failure of such Lender to provide such notice shall in no way be deemed a breach under any provision of this Agreement or any other Loan Document.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be binding (subject to appeal as provided by applicable law) and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any jurisdiction.

(c) Each party to this Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential) in connection with the Transactions, (b) to the extent requested by any regulatory authority (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (with, to the extent permitted by applicable law, prompt notice thereof to the Borrower), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its Swap Obligations, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis from a source other than the Borrower. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Borrower; provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN THIS SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER, THE LOAN PARTIES AND ITS AFFILIATES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

SECTION 9.13. Conversion of Currencies.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of the Borrower in respect of any sum due to any party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Borrower contained in this Section 9.13 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

SECTION 9.14. USA Patriot Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and the other Loan Parties, which information includes the name and address of the Borrower or such other Loan Party and other information that will allow such Lender to identify the Borrower or such other Loan Party in accordance with the Act.

SECTION 9.15. Appointment for Perfection; Release of Collateral.

(a) Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Holders of Secured Obligations, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

(b) The Lenders hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, to release any Liens granted to or for the benefit of the Administrative Agent by the Borrower or any of its Subsidiaries on any Collateral (i) upon (A) the termination of the Commitments and payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable), (B) the termination or expiration of any Swap Agreements evidencing any of the Swap Obligations or the substitution of credit in a manner reasonably satisfactory to any swap counterparty in respect thereof and (C) the expiration or termination of all Letters of Credit (or provision therefore in a manner reasonably satisfactory to the Issuing Banks), (ii) that is sold or to be sold as part of or in connection with any sale permitted under the Loan Documents or (iii) owned by a Domestic Loan Party upon release of such Domestic Loan Party from its obligations under its Subsidiary Guarantee in connection with any such release permitted under the Loan Documents. Any such release shall not in any manner discharge, affect, or impair the Secured Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

SECTION 9.16. Resignation of Certain Agents and Swingline Lenders. Immediately upon the effectiveness of the amendment and restatement of this Agreement on the Effective Date: (i) JPMorgan Chase Bank, National Association, Toronto Branch shall cease to be party hereto as any of the "Canadian Agent" or the "Canadian Tranche Swingline Lender" or a "Canadian Tranche Lender" or as a Lender in any respect hereunder, (ii) JPMorgan Chase Bank, National Association, London Branch shall cease to be party hereto as any of the "UK Tranche Swingline Lender" or a "UK Tranche Lender" or as a Lender in any respect hereunder and (iii) J.P. Morgan Europe Limited shall cease to be party hereto as the "UK Agent".

SECTION 9.17. Waiver of Milestone Failure. The Borrower has requested that the Lenders waive the existence of a Milestone Failure arising under the Existing Credit Agreement as a result of the condition set forth in clause (2) of the definition of "Milestone Failure" in the Existing Credit Agreement not being satisfied on or before March 10, 2011 (the "Specified Milestone Failure), and effective as of the date of satisfaction or waiver of the conditions precedent set forth in Section 4.01, the Lenders hereby waive the Specified Milestone Failure and agree that such Specified Milestone Failure shall not provide any basis for a Milestone Default under the Existing Credit Agreement.

SECTION 9.18. Intercreditor Agreement. Notwithstanding anything herein to the contrary, any Liens and security interests granted to the Administrative Agent pursuant to any of the Loan Documents and the exercise of any right or remedy by Administrative Agent under any of the Loan Documents is subject to the provisions of the Intercreditor Agreement. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

YRC WORLDWIDE INC., as the 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:

EXHIBIT A

[FORM OF]

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "Assignor") and [*Insert name of Assignee*] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit, guarantees and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1.	Assignor:	______________________________
2.	Assignee:	______________________________ [and is an Affiliate/Approved Fund of [identify Lender][1]]
3.	Borrower:	YRC Worldwide Inc.
4.	Administrative Agent:	JPMorgan Chase Bank, National Association, as the Administrative Agent under the Credit Agreement
5.	Credit Agreement:	The Amended and Restated Credit Agreement dated as of July 22, 2011 among YRC Worldwide Inc., the Lenders party thereto and JPMorgan Chase Bank, National Association, as Administrative Agent
6.	Assigned Interest:	

[1] Select as applicable.

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/Loans[2]
[Describe Facility]	$	$	%
	$	$	%
	$	$	%

Effective Date: , 20 [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their related parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: ______________________________
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: ______________________________
Title:

Consented to and Accepted:

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION, as Administrative Agent [and as an Issuing Bank][3]

By: ______________________________
Title:

[2] Set forth, so at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.
[3] To be added only if the consent of the Issuing Banks is required by the terms of the Credit Agreement.

[Consented to:][4]

[ ], as an Issuing Bank

By: ______________________________
Title:

[Consented to:][5]

YRC WORLDWIDE INC.

By: ______________________________
Title:

4 To be added only if the consent of the Issuing Banks is required by the terms of the Credit Agreement.
5 To be added only if the consent of the Borrower is required by the terms of the Credit Agreement.

ANNEX I

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement and all amendments thereto prior to the date hereof (and hereby accepts, agrees, ratifies and confirms the Credit Agreement and each such amendment), together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Non-US Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one

instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT B-1

[Intentionally Omitted]

EXHIBIT B-2

[Intentionally Omitted]

EXHIBIT C

FORM OF ISSUING BANK AGREEMENT

ISSUING BANK AGREEMENT

ISSUING BANK AGREEMENT dated as of [ ] 20 , among YRC WORLDWIDE INC. (the "Borrower"), [ ], as issuing bank (in such capacity, the "Issuing Bank") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") under the Amended and Restated Credit Agreement dated as of July 22, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto and the Administrative Agent. The parties hereto have entered into this Issuing Bank Agreement in connection with the Credit Agreement. Each of the capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

SECTION 1. Letter of Credit Commitment. The Issuing Bank hereby agrees to be an "Issuing Bank" under, and, subject to the terms and conditions hereof and of the Credit Agreement, to issue Letters of Credit under, the Credit Agreement; provided, however, that Letters of Credit issued by the Issuing Bank hereunder shall be subject to the limitations, if any, set forth on Schedule I hereto, in addition to the limitations set forth in the Credit Agreement.

SECTION 2. Issuance Procedure. In order to request the issuance of a Letter of Credit hereunder, the Borrower shall hand deliver, fax, telecopy or transmit via electronic means (in a form acceptable to the Issuing Bank) a notice (specifying the information required by Section 2.06(b) of the Credit Agreement) to the Issuing Bank at its address or telecopy number specified on Schedule I hereto (or such other address or telecopy number as the Issuing Bank may specify by notice to the Borrower), not later than the time of day (local time at such address) specified on Schedule I hereto prior to the proposed date of issuance of such Letter of Credit. A copy of such notice shall be sent, concurrently, by the Borrower to the Administrative Agent in the manner specified for borrowing requests under the Credit Agreement. Upon receipt of such notice, the Issuing Bank shall consult the Administrative Agent by facsimile or e-mail in order to determine (i) whether the conditions specified in the last sentence of Section 2.06(b) of the Credit Agreement will be satisfied in connection with the issuance of such Letter of Credit and (ii) whether the requested expiration date for such Letter of Credit complies with Section 2.06(c) of the Credit Agreement.

SECTION 3. Issuing Bank Fees, Interest and Payments. The fronting fee and the standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder (collectively, the "Issuing Bank Fees") referred to in Section 2.13(b) of the Credit Agreement, which are payable to the Issuing Bank in respect of Letters of Credit issued hereunder, are specified on Schedule I hereto (and such fees shall be in addition to the Issuing Bank's customary documentary and processing charges in connection with the issuance, amendment or transfer of any Letter of Credit issued hereunder). Each payment of Issuing Bank Fees payable hereunder shall be made not later than 2:00 p.m., Local Time, at the place of payment, on the date when due, in immediately available funds, to the account of the Issuing Bank specified on Schedule I hereto or to such other Lender specified on Schedule I hereto (or to such other account of the Issuing Bank as it may specify by notice to the Borrower).

SECTION 4. Credit Agreement Terms. Notwithstanding any provision hereof which may be construed to the contrary, it is expressly understood and agreed that (a) this Agreement is supplemental to the Credit Agreement and is intended to constitute an Issuing Bank Agreement, as defined therein (and, as

such, constitutes an integral part of the Credit Agreement as though the terms of this Agreement were set forth in the Credit Agreement), (b) each Letter of Credit issued hereunder and each LC Disbursement made under any such Letter of Credit shall constitute a “Letter of Credit” and an “LC Disbursement”, respectively, for all purposes of the Credit Agreement, and (c) the Issuing Bank’s commitment to issue Letters of Credit hereunder, and each and every Letter of Credit requested or issued hereunder, shall in each case be subject to the terms and conditions and entitled to the benefits of the Credit Agreement.

SECTION 5. Assignment. The Issuing Bank may not assign its commitment to issue Letters of Credit hereunder without the consent of the Borrower, the Administrative Agent and prior notice to the Administrative Agent. In the event of an assignment by the Issuing Bank of all its other interests, rights and obligations under, and pursuant to the terms of, the Credit Agreement, then the Issuing Bank’s commitment to issue Letters of Credit hereunder in respect of the Credit Agreement shall terminate unless the Issuing Bank, the Borrower and the Administrative Agent otherwise agree.

SECTION 6. Notices. All communications and notices hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed or sent by telecopier (a) if to the Borrower or the Administrative Agent, to it as provided in Section 9.01 of the Credit Agreement and (b) if to the Issuing Bank, to it as provided in Schedule I hereto.

SECTION 7. Binding Agreement; Assignments. This Agreement and the terms, covenants and conditions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Borrower and the Issuing Bank shall not be permitted to assign this Agreement or any interest herein without the prior written consent of the other parties to this Agreement.

SECTION 8. Applicable Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 9. Survival of Agreement. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments prepared or delivered in connection with this Agreement shall be considered to have been relied upon by the Issuing Bank and shall survive the issuance by the Issuing Bank of the Letters of Credit and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement or any of the other Loan Documents is outstanding and unpaid and so long as the Commitments have not been terminated.

SECTION 10. Severability. Any provision of this Agreement or the Credit Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 12. Interpretation. To the extent that the terms and conditions of this Agreement conflict with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

YRC WORLDWIDE INC.

By: ______________________________
Name:
Title:

[   ],
as Issuing Bank

By: ______________________________
Name:
Title:

Accepted:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: ______________________________
Name:
Title:

Schedule I to Issuing Bank Agreement

Issuing Bank:	[ ]
Issuing Bank's Address and Telecopy Number for Notice:	[ ] [ ] [ ] Fax: [ ]
Commitment to Issue Letters of Credit:	[ ]
Time of Day by Which Notices Must Be Received:	A notice requesting the issuance of a Letter of Credit must be received by the Issuing Bank by [ ] not less than [ ] Business Days prior to the proposed date of issuance.
Issuing Bank Fees:	A fronting fee equal to [ ]% per annum on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) with respect to Letters of Credit issued by the Issuing Bank, payable on the dates specified in Section 2.13(b) of the Credit Agreement.
Issuing Bank's Account for Payment of Issuing Bank Fees:	[ ]

In addition, the following fees shall be payable under the terms of Section 2.13(b) of the Credit Agreement.

Opening Fee	$ [ ] (plus cost of cable)
Amendment Fee	$ [ ]
Drawing Fee	$ [ ]
Other fees specific to the Issuing Bank	$ [ ]

EXHIBIT D

[Intentionally Omitted]

EXHIBIT E

LIST OF CLOSING DOCUMENTS

EXHIBIT F-1

FORM OF U.S. TAX CERTIFICATE

(For Non-U.S. Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of July 22, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among YRC Worldwide Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to the provisions of Section 2.18 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: ______________________________
Name:
Title:

Date: , 20[ ]

EXHIBIT F-2

FORM OF U.S. TAX CERTIFICATE

(For Non-U.S. Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of July 22, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among YRC Worldwide Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to the provisions of Section 2.18 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned's or its partners/members' conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: ____
Name:
Title:

Date: , 20[ ]

EXHIBIT F-3

FORM OF U.S. TAX CERTIFICATE

(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of July 22, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among YRC Worldwide Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to the provisions of Section 2.18 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished its participating Lender with a certificate of its non- U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: ______________________________
Name:
Title:

Date: , 20[ ]

EXHIBIT F-4

FORM OF U.S. TAX CERTIFICATE

(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement dated as of July 22, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among YRC Worldwide Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent").

Pursuant to the provisions of Section 2.18 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned's or its partners/members' conduct of a U.S. trade or business.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: ______________________________
Name:
Title:

Date: , 20[ ]

EXHIBIT G

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FOR U.S. TAX PURPOSES ONLY, THE LOANS UNDER THIS AGREEMENT ARE TREATED AS HAVING BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**"). BEGINNING NO LATER THAN TEN DAYS AFTER JULY 22, 2011, A LENDER MAY, UPON REQUEST, OBTAIN FROM THE BORROWER THE ISSUE PRICE, ISSUE DATE, AMOUNT OF OID AND YIELD TO MATURITY OF EACH LOAN MADE BY SUCH LENDER BY CONTACTING THE CHIEF FINANCIAL OFFICER OF THE BORROWER, 10990 ROE AVENUE, OVERLAND PARK, KANSAS 66211.

CREDIT AGREEMENT

dated as of

July 22, 2011

among

YRCW RECEIVABLES LLC,
as Borrower

YRC WORLDWIDE INC.,
as Servicer

The Lenders Party Hereto

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

J.P. MORGAN SECURITIES LLC,
as Sole Bookrunner and Sole Lead Arranger

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CREDIT AGREEMENT dated as of July 22, 2011 (as it may be amended, amended and restated, modified or supplemented from time to time, this "**Agreement**"), among YRCW RECEIVABLES LLC, as Borrower, YRC WORLDWIDE INC., as Servicer, each Lender from time to time party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

The parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Defined Terms*. As used in this Agreement, the following terms have the meanings specified below:

"**ABR**", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"**Account Collateral**" has the meaning assigned to such term in Section 10.01.

"**Additional Lender**" means, at any time, any bank, other financial institution or institutional investor that, in any case, is not an existing Lender and that agrees to provide any portion of any Replacement Term Facility pursuant to a Refinancing Amendment in accordance with Section 2.20; *provided* that each Additional Lender shall be subject to the consent of the Administrative Agent if and to the extent any such consent would be required under Section 9.04 for an assignment of Loans or Commitments to such Additional Lender and the Borrower.

"**Adjusted LIBO Rate**" means, with respect to any Eurodollar Borrowing for any Interest Period or for any ABR Borrowing, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate; *provided* that at no time shall the Adjusted LIBO Rate be less than 1.50%.

"**Administrative Agent**" means JPMCB, in its capacity as administrative agent for the Lenders hereunder, together with its permitted successors and assigns.

"**Administrative Questionnaire**" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"**Advance Rate**" means 85%.

“**Adverse Claim**” means a lien, security interest, charge or encumbrance, or other right or claim in, of or on any Person’s assets or properties in favor of any other Person.

“**Affiliate**” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For purposes of this Agreement, the Initial Lenders and their Affiliates shall be deemed not to be Affiliates of the Borrower, the Company or any of its subsidiaries.

“**Aging Supplemental Information**” has the meaning assigned to such term in Section 5.01(e).

“**Agreement**” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“**Alternate Base Rate**” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, *provided* that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 Page (or on any successor or substitute page) at approximately 11:00 a.m. London time on such day (without any rounding). Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

“**Applicable Percentage**” means, (a) with respect to the Term A Facility, with respect to any Term A Lender at any time, the percentage (carried out to the ninth decimal place) of the Term A Facility represented by the sum of such Term A Lender’s Term A Commitment at such time and the principal amount of such Term A Lender’s Term A Loans at such time and (b) with respect to the Term B Facility, with respect to any Term B Lender at any time, the percentage (carried out to the ninth decimal place) of the Term B Facility represented by (i) on or prior to the Effective Date, such Term B Lender’s Term B Commitment at such time and (ii) thereafter, the principal amount of such Term B Lender’s Term B Loans at such time.

“**Applicable Rate**” means, for any day, (a) with respect to Term A Loans, (i) 7.00% per annum in the case of any Eurodollar Loan and 6.00% per annum in the case of any ABR Loan, (b) with respect to Term B Loans, (i) 9.75% per annum in the case of any Eurodollar Loan and 8.75% per annum in the case of any ABR Loan or (c) with respect to the commitment fees payable hereunder, 7.00% per annum.

"**Approved Fund**" has the meaning assigned to such term in Section 9.04.

"**Arranger**" means J.P. Morgan Securities LLC, in its capacity as sole lead arranger and bookrunner.

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent and the Borrower.

"**Attributable Debt**" 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.

"**Attributable Receivables Indebtedness**" at any time means the principal amount of Indebtedness which (i) if a Permitted Receivables Facility (as defined in the YRCW Amended Term Loan as in effect on the Effective Date) is structured as a secured lending agreement, constitutes the principal amount of such Indebtedness or (ii) if a Permitted Receivables Facility (as defined in the YRCW Amended Term Loan as in effect on the Effective Date) is structured as a purchase agreement, would be outstanding at such time under the Permitted Receivables Facility (as defined in the YRCW Amended Term Loan as in effect on the Effective Date) if the same were structured as a secured lending agreement rather than a purchase agreement.

"**Availability Period**" means the period from and including the Effective Date to but excluding the Termination Date.

"**Availability Shortfall**" means, at any time, if the Outstanding Facilities Amount exceeds the Borrowing Base.

"**Available Liquidity**" means, as of any date of determination, the sum of (a) Excess Availability and (b) the amount of unrestricted cash and Cash Equivalents of the Company and its subsidiaries that is in excess of $50,000,000.

"**Borrower**" means YRCW Receivables LLC, a Delaware limited liability company.

“**Borrowing**” means (a) Term A Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect and (b) Term B Loans made on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

“**Borrowing Base**” means, at any time, the sum of (a) the product of the Advance Rate and the Net Eligible Receivables Balance at such time, *plus* (b) 100% of the cash collateralized portion of the Outstanding Facilities Amount at such time, *minus* (c) Reserves imposed by the Administrative Agent in its Permitted Discretion. The calculation in clause (a) above at any time shall be determined by reference to the most recent Borrowing Base Certificate theretofore delivered to the Administrative Agent.

“**Borrowing Base Certificate**” has the meaning assigned to such term in Section 5.01(h).

“**Borrowing Base Report**” has the meaning assigned to such term in Section 5.01(e).

“**Borrowing Request**” means a request by the Borrower for a Borrowing in accordance with Section 2.02.

“**Business Day**” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; *provided* that, when used in connection with a Eurodollar Loan, the term “**Business Day**” shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

“**Calculation Period**” means each calendar month.

“**Capital Expenditures**” means, without duplication, any expenditures for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Company and its subsidiaries prepared in accordance with GAAP.

“**Capitalized Lease Obligations**” means, with respect to any Person, all rental obligations of such Person which, under GAAP, are or will be required to be capitalized on the books of such Person, in each case taken at the amount thereof accounted for as indebtedness in accordance with such principles; *provided*, *however*, that, for the avoidance of doubt, any obligations relating to a lease that was accounted for by such Person as an operating lease as of the Effective Date and any similar lease entered into after the Effective Date by such Person shall be accounted for as an operating lease and not a Capitalized Lease Obligation.

“**Cash Equivalents**” means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America) or any member state of the European Union, in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody’s;

(c) investments in certificates of deposit, banker’s acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(e) money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody’s and (iii) have portfolio assets of at least $5,000,000,000; and

(f) other short-term investments entered into in accordance with normal investment policies and practices of any Foreign Subsidiary consistent with past practices for cash management and constituting investments in governmental obligations and investment funds analogous to and having a credit risk not greater than investments of the type described in clauses (a) through (e) above.

“**Change in Control**” means the earliest to occur of (a) any “Change in Control” (or any comparable term) under any Specified Debt; (b) the Company shall cease to own, directly or indirectly, all of the outstanding shares of voting stock of the Borrower on a fully diluted basis; or (c) the Company shall cease to own, directly or indirectly, all of the outstanding shares of voting stock of each Originator on a fully diluted basis.

“**Change in Law**” means the occurrence, after the date of this Agreement (or with respect to any Lender, if later, the date on which such Lender becomes a Lender), of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental

Authority, or (c) the making or issuance of any request, rules, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; *provided however*, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "**Change in Law**" regardless of the date enacted, adopted, issued or implemented.

"**Charges**" has the meaning assigned to such term in Section 9.17.

"**Class**" (a) when used with respect to Commitments, refers to whether such Commitments are Term A Commitments, Term B Commitments or Other Term Commitments and (b) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Term A Loans, Term B Loans or Other Term Loans.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" has the meaning assigned to such term in Section 10.01.

"**Collection Account**" means each concentration account, depositary account, lock-box account or similar account in which any Collections are collected or deposited.

"**Collection Account Agreement**" means, in the case of any actual or proposed Collection Account, an agreement with a Collection Bank in a form reasonably acceptable to the Administrative Agent and the Borrower.

"**Collection Bank**" means, at any time, any of the banks or other financial institutions holding one or more Collection Accounts.

"**Collection Notice**" means a notice, in substantially the form attached to a Collection Account Agreement, from the Administrative Agent to a Collection Bank.

"**Collections**" means, with respect to any Receivable, all cash collections and other cash proceeds in respect of such Receivable, including without limitation, all cash proceeds of Related Security with respect to such Receivable and all Deemed Collections (if any) with respect to such Receivable.

"**Commitments**" means, collectively, the Term A Commitments, the Term B Commitments and the Other Term Commitments.

"**Commitment Schedule**" means the Schedule attached hereto identified as Schedule 1.

"**Company**" means YRC Worldwide Inc., a Delaware corporation.

"**Consolidated EBITDA**" shall mean Consolidated Net Income *plus*, to the extent deducted from revenues in determining Consolidated Net Income, without duplication, (a) Consolidated Interest Expense, (b) expense for taxes paid or accrued, (c) depreciation (including that applied to the Company's equity method investments), (d) amortization (including that applied to the Company's equity method investments), (e) extraordinary, non-cash charges, expenses or losses incurred other than in the ordinary course of business, (f) non-recurring (including non-recurring and unusual) non-cash charges, expenses or losses (including non-cash impairment charges) incurred other than in the ordinary course of business, (g) non-cash expenses related to stock based compensation or stock appreciation rights, (h) the actual aggregate amount of transaction and restructuring professional fees paid by the Company and its subsidiaries in and during such four fiscal quarters, (i) to the extent applicable charges, expenses and losses incurred in respect of the transaction consummated pursuant to the Project Delta Purchase Agreement (as defined in the YRCW Amended Term Loan as in effect on the Effective Date), (j) current and deferred financing, legal and accounting costs with respect to the Company's indebtedness that are charged to non-interest expense on the Company's income statement in accordance with GAAP *minus*, to the extent included in Consolidated Net Income, (k) interest income, (l) income tax credits and refunds (to the extent not netted from tax expense), (m) any cash payments made during such period in respect of items described in clauses (e), (f) or (g) above subsequent to the fiscal quarter in which the relevant non-cash expenses or losses were incurred, (n) any income or gains resulting from the early retirement, redemption, defeasance, repayment or similar actions in respect of Indebtedness, (o) extraordinary, unusual or non-recurring income or gains realized other than in the ordinary course of business, all calculated for the Company and its subsidiaries in accordance with GAAP on a consolidated basis.

For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a "**Reference Period**"), (a) if at any time during such Reference Period the Company or any subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period, and (b) if

during such Reference Period the Company or any subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect (reasonably satisfactory to the Administrative Agent) thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition, "**Material Acquisition**" means any acquisition of property or series of related acquisitions of property that (i) constitutes (A) assets comprising all or substantially all or any significant portion of a business or operating unit of a business, or (B) all or substantially all of the common stock or other Equity Interests of a Person, and (ii) involves the payment of consideration by the Company and its subsidiaries in excess of $10,000,000; and "**Material Disposition**" means any disposition of property or series of related dispositions of property that (i) constitutes (A) assets comprising all or substantially all or any significant portion of a business or operating unit of a business or (B) all or substantially all of the common stock or other Equity Interests of a Person and (ii) yields gross proceeds to the Company or any of its Subsidiaries in excess of $10,000,000.

"**Consolidated Interest Expense**" means, for any period, the sum of the total consolidated interest expense of the Company and its subsidiaries for such period (calculated without regard to any limitations on the payment thereof) *plus*, without duplication, (a) that portion of Capitalized Lease Obligations of the Company and its subsidiaries representing the interest factor for such period, (b) the interest component of any lease payment under Attributable Debt transactions paid by the Company and its subsidiaries for such period and (c) all commissions, discounts and other fees and charges owed by the Company or any of its subsidiaries with respect to letters of credit, bankers' acceptances, bank guaranties, letters of guaranty and similar obligations.

"**Consolidated Net Income**" means, with reference to any period, the net income (or loss) of the Company and its subsidiaries calculated in accordance with GAAP on a consolidated basis (without duplication) for such period (without deduction for minority interests); *provided* that (a) in determining Consolidated Net Income, the net income of any other Person which is not a subsidiary of the Company or is accounted for by the Company by the equity method of accounting shall be included only to the extent of the payment of cash dividends or cash distributions by such other Person to the Company or a subsidiary thereof during such period, (b) the net income of any subsidiary of the Company (other than the Company) shall be excluded to the extent that the declaration or payment of cash dividends or similar cash distributions by that subsidiary of that net income is not at the date of determination permitted by operation of its charter or any agreement, instrument or law applicable to such subsidiary and (c) the net income (or loss) of any other Person acquired by the Company or a subsidiary of the Company in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded.

"**Contingent Obligation**" means, as to any Person, any obligation of such Person as a result of such Person being a general partner of any other Person, unless the underlying obligation is expressly made non-recourse as to such general partner, and any obligation of such Person guaranteeing any Indebtedness, Capitalized Lease Obligations, or dividends ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (x) for the purchase or payment of any such primary obligation or (y) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; *provided*, *however*, that the term Contingent Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"**Contribution Deferral Agreement**" means that certain Contribution Deferral Agreement, dated as of June 17, 2009, by and between YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc., USF Reddaway Inc., certain other of the subsidiaries of the Company, the Trustees for the Central States, Southeast and Southwest Areas Pension Fund, the Pension Fund Entities and each other pension fund from time to time party thereto and Wilmington Trust Company, as amended and restated as of the Effective Date pursuant to the terms of Amendment 10 thereto, dated as of April 29, 2011, and all agreements, instruments and other documentation related thereto, all as the same may be amended, amended and restated, restated, supplemented or otherwise modified in accordance with the terms hereof.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Credit and Collection Policy**" means the Borrower's credit and collection policies and practices relating to Invoices and Receivables existing on the date hereof and summarized in Exhibit F hereto, as modified from time to time in accordance with this Agreement. It is understood that the Credit and Collection Policy of the Borrower in respect of any Receivable shall be the credit and collection policies of the Originator thereof. To the extent any Originator shall not have comprehensively reduced to writing its credit and collection policies, the Credit and Collection Policy in respect of Receivables originated by such Originator shall be those credit and collection policies of such Originator in effect on the date hereof and disclosed to the Administrative Agent on or prior to the date hereof.

"**Credit Exposure**" means, as to any Lender at any time, an amount equal to the aggregate principal amount of its Loans outstanding at such time.

"**Daily Report**" has the meaning assigned to such term in Section 5.01(g).

"**Daily Servicing Fee**" means, for any day, an amount equal (a)(i) the Servicing Fee Rate *divided* by (ii) 360, *multiplied* by (b) the aggregate Outstanding Balance of all Transferred Receivables on such day.

"**Deemed Collections**" means the aggregate of all amounts the Borrower shall have been deemed to have received as a Collection of a Receivable. The Borrower shall be deemed to have received: (a) a Collection of a Receivable in the amount of the reduction or cancellation if at any time the Outstanding Balance of any such Receivable is reduced or canceled either as a result of (i) any defective or rejected goods or services, any discount or any adjustment or otherwise by Borrower (other than cash Collections on account of the Receivables) or (ii) any setoff in respect of any claim by any Person (whether such claim arises out of the same or a related transaction or an unrelated transaction), and (b) a Collection in full of a Receivable if at any time any of the representations or warranties in Section 3.01 prove to have been untrue when made or deemed made with respect to such Receivable. The Borrower hereby agrees to pay all Deemed Collections immediately to the Servicer for application in accordance with the terms and conditions hereof.

"**Default Ratio**" means, at any time, a fraction (expressed as a percentage) having (a) a numerator equal to the sum of (i) the Outstanding Balance of all Receivables that remained outstanding 151 to 180 days after their respective initial invoice dates as of the last day of the Calculation Period most recently ended, plus (ii) the aggregate Outstanding Balance of Receivables that were written off as uncollectible during the Calculation Period most recently ended that, if not so written off, would have been outstanding not more than 180 days after their respective invoice dates, and (b) a denominator equal to the aggregate amount payable pursuant to Invoices generated five Calculation Periods prior to the Calculation Period most recently ended.

“**Defaulted Receivable**” means a Receivable: (a) as to which any payment, or part thereof, remains unpaid for 151 days or more from the original invoice date for such payment; (b) as to which the Obligor thereof has taken any action, or suffered any event to occur, of the type described in paragraph (d) of Article 7 (as if references to the Borrower therein refer to such Obligor); (c) as to which the Obligor thereof, if a natural person, is deceased; or (d) which has been identified by the Borrower as uncollectible.

“**Defaulting Lender**” means any Lender that has (a) failed to fund any portion of its Loans within two Business Days of the date required to be funded by it hereunder, (b) notified the Borrower, the Administrative Agent or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under other agreements in which it commits to extend credit, (c) failed, within two Business Days after request by the Administrative Agent or the Borrower, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans (and is financially able to meet such obligations), (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, unless the subject of a good faith dispute, or (e) (i) become or is insolvent or has a parent company that has become or is insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any organizational action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment.

“**Delinquency Ratio**” means, as of the last day of any calendar month, a percentage equal to (i) the aggregate Outstanding Balance of all Receivables that are then Delinquent Receivables, divided by (ii) the aggregate Outstanding Balance of all Receivables as of such date.

“**Delinquent Receivables**” means a Receivable (other than a Defaulted Receivable) as to which any payment, or part thereof, remains unpaid for 121 days or more but less than 151 days from the original invoice date for such payment.

“**Dilution Ratio**” means, as of the last day of any Calculation Period, a percentage equal to (a) the aggregate amount of Dilutions which occurred during such Calculation Period, divided by (b) the aggregate amount of Receivables generated by the Originators during the Calculation Period immediately prior to such Calculation Period.

“**Dilution Reserve**” means an amount equal to the product of (a) the Net Eligible Receivables and (b) a percentage equal to (i) if the Dilution Percentage is greater than 100% *minus* the Advance Rate, the Dilution Percentage and (ii) if the Dilution Percentage is equal to or less than 100% *minus* the Advance Rate, 0%. For purposes of this definition, “**Dilution Percentage**” means (A) 2.0 *times* the rolling twelve-month Dilution Ratio, *plus* (B) 5.0%.

“**Dilutions**” means, at any time, the aggregate amount of reductions in or cancellations of the Outstanding Balances of the Receivables described in clauses (a)(i) and (a)(ii) of the definition of “Deemed Collections.”

“**dollars**” or “**$**” refers to lawful money of the United States of America.

“**Domestic Subsidiary**” means a subsidiary of the Company incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

“**Effective Date**” means the date on which the conditions specified in Section 4.01 are satisfied (or waived), which date is July 22, 2011.

“**Eligible Receivable**” means, at any time:

(a) a Receivable the Obligor of which, (i) if a natural person, is a resident of the United States or, if a corporation or other business organization, is organized under the laws of the United States or any political subdivision thereof and has its principal office in the United States and (ii) is not an Affiliate of any of the parties hereto,

(b) a Receivable (i) as to which no payment, or part thereof, remains unpaid for 120 days or more from the original invoice date and (ii) that is not a Defaulted Receivable,

(c) a Receivable which arises under an Invoice that requires payment within 60 days after the original invoice date therefor and has not had its payment terms extended,

(d) a Receivable which is an “account” within the meaning of Section 9-106 of the UCC of all applicable jurisdictions,

(e) a Receivable which is denominated and payable only in United States dollars in the United States,

(f) a Receivable which arises under an Invoice in substantially the form of one of the form invoices set forth on Exhibit G hereto or otherwise approved by the Administrative Agent in writing (such approval not to be unreasonably withheld, delayed or conditioned), which, together with such Receivable, is in full force and effect and constitutes the legal, valid and binding obligation of the related Obligor enforceable by the Borrower and its assignees against such Obligor in accordance with its terms,

(g) a Receivable which arises under an Invoice which (i) does not require the Obligor under such Invoice to consent to the transfer, sale or assignment of the rights and duties of the applicable Originator or any of its assignees under such Invoice and (ii) is not subject to a confidentiality provision that would have the effect of restricting the ability of the Administrative Agent or any Lender to exercise its rights under this Agreement, including, without limitation, its right to review the Invoice,

(h) a Receivable which arises under an Invoice that contains an obligation to pay a specified sum of money,

(i) a Receivable to the extent such Receivable is not subject to any right of rescission, counterclaim, any other defense (including defenses arising out of violations of usury laws) of the applicable Obligor or Originator or any other Adverse Claim,

(j) a Receivable as to which (i) at any time while any Labor Action is pending or threatened, the applicable Originator has satisfied and fully performed all obligations on its part with respect to such Receivable required to be fulfilled by it, and no further action is required to be performed by any Person with respect thereto other than payment thereon by the applicable Obligor, and (ii) at any time while no such Labor Action is pending or threatened, a Receivable as to which the applicable Originator has commenced shipment of the underlying goods in accordance with the applicable Invoice or purchase order and no further action is required to be performed by any Person with respect thereto other than the completion of shipment by such Originator and payment thereon by the applicable Obligor,

(k) a Receivable all right, title and interest to and in which has been validly transferred by the applicable Originator directly to the Borrower under and in accordance with the Sale Agreement, and the Borrower has good and marketable title thereto free and clear of any Adverse Claim except (i) the Adverse Claim in favor of the Administrative Agent created by this Agreement, (ii) the Adverse Claim in favor of the Originators created by the Originator Subordinated Secured Notes and (iii) other Permitted Encumbrances,

(l) a Receivable which, together with the Invoice related thereto, was created in compliance with each, and does not breach any, law, rule or regulation applicable thereto (including, without limitation, any law, rule and regulation relating to truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy) and with respect to which no part of the Invoice related thereto is in violation of any such law, rule or regulation,

(m) a Receivable which satisfies in all material respects all applicable requirements of the Credit and Collection Policy,

(n) a Receivable which was generated in the ordinary course of the applicable Originator's business in connection with the provision of shipping services for the applicable Obligor by such Originator,

(o) that portion of a Receivable which arises solely from the sale of freight shipping and ancillary services to the related Obligor by the applicable Originator (and not that portion which arises from the provision of services by an interline carrier), and such Originator shall have transferred such Receivable to the Borrower,

(p) a Receivable as to which the Administrative Agent has not notified the Borrower that the Administrative Agent has determined in its Permitted Discretion that such Receivable or class of Receivables is not acceptable as an Eligible Receivable, including, without limitation, because such Receivable arises under an Invoice that is not acceptable to the Administrative Agent in its Permitted Discretion, and

(q) a Receivable the Obligor of which is not the Obligor (or the Affiliate of an Obligor) in respect of Receivables of which more than 50% of the aggregate Outstanding Balance is more than 120 days past their respective invoice dates.

"**Environmental Laws**" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest; *provided, however*, that all convertible Indebtedness, including the 3.375% Contingent Convertible Senior Notes, the 5% Contingent Convertible Senior Notes, the 6% Convertible Senior Notes, the 10% Restructuring Convertible Senior Notes and the 10% New Convertible Senior Notes shall be deemed Indebtedness, and not Equity Interests, unless and until the applicable part of any of such Indebtedness is converted into common stock of the Company.

"**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 Borrower, 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 Borrower 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 Borrower 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 Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of the Borrower or any ERISA Affiliates from any Plan or Multiemployer Plan; or (g) the receipt by the Borrower or any ERISA Affiliate of

any notice, or the receipt by any Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition upon the Borrower or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"**Escrow Accounts**" means, collectively (i) the delivery/collections escrow account and (ii) the incentive escrow account, each established pursuant to the Escrow Agreements.

"**Escrow Amounts**" means, collectively (i) $80,000,000 in respect of the delivery/collections escrow account and (ii) $10,000,000 in respect of the incentive escrow account, each of which the Company shall deposit into the applicable Escrow Account on the Effective Date.

"**Escrow Agreements**" means, the escrow agreements in form and substance reasonably satisfactory to the Administrative Agent and the Company which shall contain the conditions of release of the applicable Escrow Amount from each Escrow Account.

"**Eurodollar**", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"**Event of Default**" means the occurrence of any Termination Event.

"**Excess Availability**" means, at any time, an amount equal to the lesser of (i) the Term A Commitment outstanding at such time and (ii) the Borrowing Base *minus* the Outstanding Facilities Amount.

"**Excess Concentration Amounts**" means for any Obligor, the amount by which the Outstanding Balance of all Eligible Receivables owing to such Obligor and its Affiliates exceeds 10%.

"**Excluded Taxes**" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) income or franchise taxes imposed on (or measured by) its net income by the United States of America, or by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Borrower is located, (c) in the case of a Lender (other than an assignee pursuant to a request by the Borrower under Section 2.16(b)), any withholding tax (i) is imposed on amounts payable to such Lender at the time such Lender

becomes a party to this Agreement (or designates a new lending office) or (ii) that is attributable to such Lender's failure to comply with Section 2.14(f), and (d) any U.S. federal taxes imposed under FATCA. Notwithstanding the above, Excluded Taxes shall not include any Taxes on or with respect to any portion of the excess of any Loan's stated redemption price at maturity over its issue price imposed by the United States of America on any Foreign Lender which is an original party to this Agreement, solely as a result of a present or former connection between such Foreign Lender and the jurisdiction of the United States arising solely from the fact that such Foreign Lender is a party to one or more of the Transactions (including the issuance of any Loan pursuant to this Agreement).

"**Existing ABS Facility**" means that certain Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008 (as amended, modified or supplemented through the date hereof), by and among the 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, Wells Fargo Bank, N.A., as Wells Fargo agent and LC issuer, SunTrust Robinson Humphrey, Inc., as Three Pillars Agent, The Royal Bank of Scotland plc, as Amsterdam agent and JPMCB, as Falcon agent and as administrative agent.

"**Extended Term Loans**" has the meaning assigned to such term in Section 2.19(a).

"**Extension**" has the meaning assigned to such term in Section 2.19(a).

"**Extension Notice**" has the meaning assigned to such term in Section 2.19(a).

"**Extension Offer**" has the meaning assigned to such term in Section 2.19(a).

"**Facility**" means each of the Term A Facility, the Term B Facility and the Other Term Loans.

"**Facility Account**" has the meaning assigned to such term in Section 4.01(v).

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantially comparable) and any regulations or official interpretations thereof.

“**Federal Funds Effective Rate**” means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“**Fee Letters**” means, collectively, (i) the Amended and Restated Facilities Fee Letter dated as of July 21, 2011, among the Company, JPMCB, the Arranger and the Initial Lenders and (ii) the Work Fee Letter dated as of May 18, 2011 (as amended), among the Company, JPMCB and the Arranger.

“**Financial Officer**” means the chief financial officer, principal accounting officer, treasurer or controller of the Borrower.

“**Foreign Lender**” means any Lender that is organized under the laws of a jurisdiction other than that in which the Borrower is located. For purposes of this definition, the United States of America, each State therein and the District of Columbia shall be deemed to constitute a single jurisdiction.

“**Foreign Subsidiary**” means any subsidiary of the Company which is not a Domestic Subsidiary.

“**GAAP**” means generally accepted accounting principles in the United States of America.

“**Governmental Authority**” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including without limitation the European Union.

“**Guarantee**” of or by any Person (the “**guarantor**”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; *provided*, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“**IBT**” means the International Brotherhood of Teamsters.

“**Incipient Termination Event**” means any event or condition which constitutes a Termination Event or which upon notice, lapse of time or both would, unless cured or waived, become a Termination Event.

“**Indebtedness**” means, as to any Person, without duplication, (a) all indebtedness (including principal, interest, fees and charges) of such Person for borrowed money or for the deferred purchase price (deferred in excess of 90 days) of property or services, (b) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit, bankers’ acceptances, bank guaranties, letters of guaranty and similar obligations issued for the account of such Person and all unpaid drawings in respect thereof, (c) all Indebtedness of the types described in clause (a), (b), (d), (e), (f), (g) or (h) of this definition secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person (*provided* that, if the Person has not assumed or otherwise become liable in respect of such Indebtedness, such Indebtedness shall be deemed to be in an amount equal to the fair market value of the property to which such Lien relates as determined in good faith by such Person), (d) the aggregate amount of all Capitalized Lease Obligations of such Person, (e) all obligations of such Person to pay a specified purchase price for goods or services, whether or not delivered or accepted, which constitute take-or-pay obligations, (f) all Contingent Obligations of such Person, (g) all obligations under any Swap Agreement or under any similar type of agreement, except that if any agreement relating to such obligation provides for the netting of amounts payable by and to such Person thereunder or if any such agreement provides for the simultaneous payment of amounts by and to such Person, then in each such case, the amount of such obligation shall be the net amount thereof, (h) all Attributable Debt of such Person, (i) all Attributable Receivables Indebtedness and (j) the Specified Pension Fund Obligations. Notwithstanding the foregoing, Indebtedness shall not include (i) trade payables and accrued expenses incurred by any Person in accordance with customary practices and in the ordinary course of business of such Person or (ii) any current and undeferred pension contributions or health and welfare contributions due from such Person and/or its applicable subsidiaries to any Pension Fund Entity.

“**Indemnified Taxes**” means Taxes other than Excluded Taxes.

“**Independent Director**” means a member of the Board of Directors of the Borrower who (a) shall not have been at the time of such Person’s appointment or at any time during the preceding five years, and shall not be as long as such Person is a director of the Borrower, (i) a director, officer, employee, partner, shareholder, member, manager or Affiliate of any of the following Persons (collectively, the “**Independent Parties**”): Servicer, any Originator, or any of their respective subsidiaries or Affiliates (other than the Borrower or Yellow Roadway Receivables Funding Corporation (it being understood that, as of the Effective Date, such director shall no longer be a director of Yellow Roadway Receivables Funding Corporation)), (ii) a supplier to any of the Independent Parties or the Borrower, (iii) a Person controlling or under common control with any partner, shareholder, member, manager, Affiliate or supplier of any of the Independent Parties or the Borrower, or (iv) a member of the immediate family of any director, officer, employee, partner, shareholder, member, manager, Affiliate or supplier of any of the Independent Parties or the Borrower; (b) has prior experience as an independent director or independent manager for a corporation or limited liability company whose constitutive documents required the unanimous consent of all independent directors or managers thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (c) has at least three years of employment experience with one or more entities that provide, in the ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities.

“**Ineligibility Supplemental Information**” has the meaning assigned to such term in Section 5.01(e).

“**Initial Lenders**” means, collectively, The Catalyst Capital Group Inc., Cyrus Capital Partners, L.P. and Owl Creek Investments I, LLC and their respective Affiliates and funds managed by them, in each case that are Lenders hereunder.

“**Interest Election Request**” means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.05.

“**Interest Payment Date**” means (a) with respect to any ABR Loan, the first Business Day of each calendar quarter and the Termination Date, and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period and the Termination Date.

“**Interest Period**” means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrower may elect; *provided*, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“**Invoice**” means, collectively, with respect to any Receivable, any and all instruments, bills of lading, invoices or other writings which evidence such Receivable or the goods underlying such Receivable.

“**JPMCB**” means JPMorgan Chase Bank, N.A.

“**Labor Actions**” has the meaning assigned to such term in Section 5.02(f).

“**Latest Maturity Date**” means, at any date of determination, the latest maturity or expiration date applicable to any Loan or Commitment hereunder at such time, including the latest maturity or expiration date of any Other Term Loan.

“**Lenders**” means the Persons listed on the Commitment Schedule and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or a Refinancing Amendment, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“**LIBO Rate**” means, with respect to any Eurodollar Borrowing for any Interest Period, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such Service, or any successor to or substitute for such Service, providing rate quotations comparable to those currently provided on such page of such Service, as determined by the Administrative Agent from time

to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "**LIBO Rate**" with respect to such Eurodollar Borrowing for such Interest Period shall be the rate at which dollar deposits of $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

"**Lien**" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"**Loans**" means the loans made by the Lenders pursuant to this Agreement.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, assets, operations, financial condition, of (i) Company and its subsidiaries (taken as a whole) or (ii) the Originators and their subsidiaries (taken as a whole), (b) the ability of the Transaction Parties to perform their obligations under the Transaction Documents to which they are a party, (c) the collectability of the Receivables generally or of any material portion of the Receivables, or the Administrative Agent's Liens (on behalf of itself and the Lenders) on the Collateral or the priority of such Liens, or (d) the rights of or benefits available to the Administrative Agent or the Lenders thereunder.

"**Material Indebtedness**" means Indebtedness (other than the Loans), in an aggregate principal amount exceeding $10,000,000, including, without limitation, any applicable Specified Debt. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Company or any subsidiary thereof in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or such subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"**Maximum Rate**" has the meaning assigned to such term in Section 9.17.

“**Minimum Extension Condition**” has the meaning assigned to such term in Section 2.19(b).

“**Monthly Report**” has the meaning assigned to such term in Section 5.01(e).

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Multiemployer Plan**” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA with respect to which the Borrower or any of its ERISA Affiliates may have any liability, contingent or otherwise.

“**Net Eligible Receivables Balance**” means, at any time, (a) the aggregate Outstanding Balance of all Eligible Receivables at such time, *minus* (b) the sum of (i) the Excess Concentration Amount and (ii) the Unapplied Cash and Credits.

“**New Concentration Accoun**t” has the meaning assigned to such term in Section 5.15.

“**Non-Consenting Lender**” has the meaning assigned to such term in Section 9.02(d).

“**Obligations**” means all unpaid principal of and accrued and unpaid interest on the Loans, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Borrower to the Lenders or to any Lender, the Administrative Agent or any indemnified party arising under the Transaction Documents.

“**Obligor**” means a Person obligated to make payments pursuant to an Invoice.

“**OFAC**” has the meaning assigned to such term in Section 5.21.

“**Originator**” means any of (a) YRC Inc., a Delaware corporation, (b) USF Reddaway Inc., an Oregon corporation, and (c) USF Holland Inc., a Michigan corporation.

“**Originator Intercreditor Agreement**” has the meaning assigned to such term in Section 4.01(p).

“**Originator Subordinated Secured Notes**” means the Subordinated Secured Notes evidencing the Subordinated Loans (as defined in the Sale Agreement) made by the Originators to the Borrower in consideration for a portion of the purchase price for the Transferred Receivables, which notes are subordinated in right of payment to the Obligations and secured on a junior basis by the Collateral in accordance with the Originator Intercreditor Agreement.

“**Other Debt Specified Collateral**” means the collateral securing the Specified Debt consisting of trucks, other vehicles, rolling stock, terminals, depots or other storage facilities, in each case, whether leased or owned.

“**Other Taxes**” means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery, performance, extension or enforcement of, or otherwise with respect to, this Agreement.

“**Other Term Commitments**” means one or more tranches of commitments hereunder that result from a Refinancing Amendment.

“**Other Term Loans**” means one or more tranches of Loans that result from a Refinancing Amendment.

“**Outstanding Balance**” of any Receivable at any time means the then outstanding principal balance thereof, and shall exclude any interest or finance charges thereon, without regard to whether any of the same shall have been capitalized.

“**Outstanding Facilities Amount**” means, collectively, the Outstanding Term Loan A Amount, the Outstanding Term Loan B Amount and the Outstanding Other Term Loan Amount.

“**Outstanding Other Term Loan Amount**” means the aggregate outstanding amount of Other Term Loans.

“**Outstanding Term Loan A Amount**” means the aggregate outstanding amount of Term A Loans.

“**Outstanding Term Loan B Amount**” means the aggregate outstanding amount of Term B Loans.

“**Participant**” has the meaning assigned to such term in Section 9.04.

“**Participant Register**” has the meaning assigned to such term in Section 9.04(c)(iii).

“**PBGC**” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“**Pension Fund Entities**” means those entities identified on Schedule 5 hereto.

“**Performance Guarantor**” means the Company and its successors.

“**Performance Undertaking**” means that certain Performance Undertaking dated as of the Effective Date by the Company in favor of the Borrower, in substantially the form of Exhibit E hereto, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“**Period**” has the meaning assigned to such term in clause (s) of Article 7.

“**Permitted Discretion**” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“**Permitted Encumbrances**” means the following encumbrances: (a) Liens for taxes or assessments or other governmental charges or levies (i) that are not more than 30 days overdue, (ii) that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP or (iii) in a de minimis amount, (b) inchoate and unperfected workers’, mechanics’, suppliers’ or similar Liens arising in the ordinary course of business, (c) carriers’, warehousemen’s or other similar possessory Liens arising in the ordinary course of business, (d) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon, (e) any attachment or judgment Lien not constituting a Termination Event under Section 7(k), (f) the Permitted Financing Liens, (g) Liens arising in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security or employment laws or regulations, (h) Liens securing the performance of leases, statutory obligations, and other obligations of a like nature, in each case in the ordinary course of business, and (i) Liens in favor of a banking or other financial institution arising as a matter of Law or under customary general terms and conditions encumbering deposits, pooled deposits, sweep accounts or other funds maintained with a financial institution (including the right of setoff) and that are within the general parameters customary in the banking industry or arising pursuant to such banking institutions general terms and conditions.

“**Permitted Financing Liens**” means, collectively, (a) presently existing or hereinafter created Liens in favor of the Lenders and/or the Administrative Agent under the Transaction Documents and (b) presently existing or hereinafter created Liens in favor of the Originators under the Originator Subordinated Secured Notes.

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“**Plan**” means any employee pension benefit plan (other than a Multiemployer 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 Borrower 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.

“**Prepayment Fees**” means, collectively, the Term A Prepayment Fee and the Term B Prepayment Fee.

“**Prime Rate**” means the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate at its offices at 270 Park Avenue in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

“**Receivable**” means the indebtedness and other obligations owed (at the time it arises, and before giving effect to any transfer or conveyance contemplated under the Sale Agreement or hereunder) to an Originator, whether constituting an account, chattel paper, instrument or general intangible, arising in connection with the provision of freight shipping and ancillary services by such Originator and includes, without limitation, the obligation to pay any finance charges with respect thereto. Indebtedness and other rights and obligations arising from any one transaction, including, without limitation, indebtedness and other rights and obligations represented by an individual Invoice, shall constitute a Receivable separate from a Receivable consisting of the indebtedness and other rights and obligations arising from any other transaction.

“**Records**” means with respect to any Receivable, all Invoices and other documents, books, records and other information (including customer lists, credit files, computer programs, tapes, disks, data processing software and related property and rights) prepared and maintained by any Originator, the Servicer or the Borrower with respect to the Receivables and the Obligors thereunder and the Collateral.

“**Refinanced Debt**” has the meaning assigned to such term in the definition of “Replacement Term Facility.”

“**Refinancing Amendment**” means an amendment to this Agreement (or amendment and restatement of this Agreement) in form and substance reasonably satisfactory to the Administrative Agent and the Borrower executed by each of (a) the Borrower, (b) the Administrative Agent and (c) each Additional Lender and Lender, as the case may be, that agrees to provide any portion of the Replacement Term Facility being incurred pursuant thereto, in accordance with Section 2.20.

“**Register**” has the meaning assigned to such term in Section 9.04.

“**Related Parties**” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“**Related Security**” means, with respect to any Receivable, all of the Borrower’s right, title and interest in:

(a) the goods (as defined in the UCC), the shipment of which gave rise to such Receivable, and any and all insurance contracts with respect thereto,

(b) all other Liens and property subject thereto from time to time, if any, purporting to secure payment of such Receivable, whether pursuant to the Invoice related to such Receivable or otherwise, together with all financing statements and security agreements describing any collateral securing such Receivable,

(c) all guaranties, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Invoice related to such Receivable or otherwise,

(d) all Records related to such Receivables,

(e) to and under the Sale Agreement and each bill of lading, instrument, document or agreement executed in connection therewith in favor of or otherwise for the benefit of the Seller, and

(f) all proceeds (as defined in the UCC) of any of the foregoing.

“**Replacement Term Facility**” means any Indebtedness incurred pursuant to a Refinancing Amendment, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance all (but not less than all) of the existing Term B Loans (including any successive Replacement Term Facility) (“**Refinanced Debt**”); *provided* that (i) such Indebtedness has a maturity equal to or later than, and a weighted average life to maturity equal to or greater than, the then Refinanced Debt, (ii) the terms and conditions of such Indebtedness (except as otherwise provided in clause (i) above and with respect to pricing, premiums and optional prepayment or redemption terms) are (taken as a whole) no more favorable to the lenders or holders providing such Indebtedness, than those applicable to the Refinanced Debt (except for covenants or other provisions

applicable only to periods after the then Latest Maturity Date); *provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness (or such shorter period as agreed by the Administrative Agent), together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (ii) shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a description of the basis upon which it disagrees)) and (iii) such Refinanced Debt shall be repaid, defeased or satisfied and discharged, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid on the date such Replacement Term Facility is issued, incurred or obtained.

"**Report**" means reports prepared by the Administrative Agent or another Person, on behalf of the Administrative Agent, showing the results of field examinations or any other reports pertaining to the Borrower's assets from information furnished by or on behalf of the Borrower, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

"**Required Lenders**" means, collectively, the Required Term A Lenders and the Required Term B Lenders.

"**Required Term A Lenders**" means, at any time, Lenders having Term A Loans and unused Term A Commitments representing more than 50% of the sum of the aggregate Term A Loans and aggregate unused Term A Commitments at such time.

"**Required Term B Lenders**" means, at any time, Lenders having Term B Loans and unused Term B Commitments representing more than 50% of the sum of the aggregate Term B Loans and aggregate unused Term B Commitments at such time.

"**Requirement of Law**" means, as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Reserves**" means (i) the Dilution Reserve and (ii) any and all other reserves which the Administrative Agent deems necessary, in its Permitted Discretion, to maintain with respect to the Collateral, in each case established upon one day prior written notice to the Borrower.

“**Restricted Junior Payment**” means (i) any dividend or other distribution, direct or indirect, on account of any shares of any class of capital stock of the Borrower now or hereafter outstanding, except a dividend payable solely in shares of that class of stock or in any junior class of stock, (ii) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of capital stock of the Borrower now or hereafter outstanding, (iii) any payment or prepayment of principal of, premium, if any, or interest, fees or other charges on or with respect to, and any redemption, purchase, retirement, defeasance, sinking fund or similar payment and any claim for rescission with respect to the Indebtedness evidenced by the Originator Subordinated Secured Notes, (iv) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of capital stock of the Borrower now or hereafter outstanding (other than in capital stock) and (v) any payment of management fees by the Borrower.

“**Rollover Amount**” has the meaning assigned to such term in clause (s) of Article 7.

“**S&P**” means Standard & Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc.

“**Sale Agreement**” means that certain Receivables Sale Agreement, dated as of the Effective Date, between the Borrower, as purchaser, and the Originators, as sellers.

“**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.

“**Servicer**” has the meaning assigned to such term in Section 11.01.

“**Servicing Fee**” means, with respect to any Interest Payment Date, the sum of (i) the sum of the Daily Servicing Fees for each day in the immediately preceding calendar quarter, plus (ii) the Servicing Fees due but not paid to the Servicer on prior Interest Payment Dates.

“**Servicing Fee Rate**” means 1.00%.

“**Specified Debt**” means, collectively, the YRCW Amended Term Loan, the YRCW Restructured Convertible Secured Notes, the YRCW New Money Convertible Secured Notes and the YRC Pension Note.

“**Specified Pension Fund Obligations**” means the payment obligations due from the Company and/or its applicable subsidiaries to the Pension Fund Entities under the terms and conditions of the Contribution Deferral Agreement.

“**Standstill Agreement**” means an intercreditor agreement between the Company, the Administrative Agent and the holders of the Specified Debt (or their agents) in form and substance reasonably satisfactory to the Administrative Agent, the Initial Lenders and the Borrower which establishes the standstill by the holders of the Specified Debt for a period of 10 Business Days with regard to the Other Debt Specified Collateral, including that certain Intercreditor Agreement, dated as of the date hereof, by and among JPMorgan Chase Bank, National Association, as administrative agent for the Bank Group Secured Parties (as defined therein), Wilmington Trust Company, as agent for the Pension Fund Secured Parties (as defined therein), U.S. Bank National Association, as Collateral Trustee for the Convertible Note Secured Parties (as defined therein) and solely for the purposes of Section 3.1(c) and 11.3 thereof, the Administrative Agent, the Company and the other Bank Group Loan Parties (as defined therein).

“**Stated Maturity Date**” means September 30, 2014.

“**Statutory Reserve Rate**” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“**Subordinated Secured Notes**” shall have the meaning assigned to it in the Sale Agreement.

“**subsidiary**” means, with respect to any Person (the “**parent**”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the

equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent; *provided, further*, that, subject to the next succeeding proviso, upon the "Closing" (as defined in the Project Delta Purchase Agreement (as defined in the YRCW Amended Term Loan as in effect on the Effective Date)) YRC Logistics Philippines, Inc. (Philippines) (the "**Affected Subsidiary**") shall be excluded from the definition of "subsidiary" hereunder as applicable; *provided, however*, that such Affected Subsidiary shall cease to be excluded from the definition of "subsidiary" hereunder with respect to the Company on the first anniversary of the "Closing" (as defined in the Project Delta Purchase Agreement) unless on or prior to such first anniversary the Company shall have received the "Delayed Payment Amount" (as defined in the Project Delta Purchase Agreement) in respect of such Affected Subsidiary in accordance with the terms of the Project Delta Purchase Agreement.

"**Subsidiary**" means any direct or indirect subsidiary of the Borrower.

"**Supermajority Term A Lenders**" means, at any time, Lenders having Term A Loans and unused Term A Commitments representing more than 66 2/3% of the sum of the aggregate Term A Loans and aggregate unused Term A Commitments at such time.

"**Supermajority Term B Lenders**" means, at any time, Lenders having Term B Loans and unused Term B Commitments representing more than 66 2/3% of the sum of the aggregate Term B Loans and aggregate unused Term B Commitments at such time.

"**Swap Agreement**" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; *provided* that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Company or its subsidiaries shall be a Swap Agreement.

"**Taxes**" means any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Term A Borrowing**" means a borrowing consisting of simultaneous Term A Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Term A Lenders pursuant to Section 2.01(a).

“**Term A Commitment**” means, as to each Term A Lender, its obligation to make Term A Loans to the Borrower pursuant to Section 2.01(a) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Term A Lender’s name on the Commitment Schedule under the caption “Term A Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Term A Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“**Term A Facility**” means, at any time, the sum of (a) the aggregate amount of the unused Term A Commitments at such time and (b) the aggregate principal amount of the Term A Loans of all Term A Lenders outstanding at such time.

“**Term A Lender**” means any Lender that holds a Term A Commitment or Term A Loans at such time.

“**Term A Loan**” means a loan made by any Term A Lender under the Term A Facility.

“**Term A Prepayment Fee**” means, in respect of the Term A Facility, a fee payable to the Administrative Agent, for the benefit of the Term A Lenders, in an amount equal to 1.0% of the sum of the aggregate amount of the Term A Loans being prepaid and the aggregate amount of the unused Term A Commitments being terminated or reduced in the event such prepayment, termination or reduction occurs after the first anniversary of the Effective Date but on or prior to the second anniversary of the Effective Date.

“**Term B Borrowing**” means a borrowing consisting of simultaneous Term B Loans of the same Type and, in the case of Eurodollar Rate Loans, having the same Interest Period made by each of the Term B Lenders pursuant to Section 2.01(b).

“**Term B Commitment**” means, as to each Term B Lender, its obligation to make Term B Loans to the Borrower pursuant to Section 2.01(b) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on the Commitment Schedule under the caption “Term B Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Term B Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“**Term B Facility**” means, at any time, (a) on or prior to the Effective Date, the aggregate amount of the unused Term B Commitments at such time and (b) thereafter, the aggregate principal amount of the Term B Loans of all Term B Lenders outstanding at such time.

“**Term B Lender**” means at any time, (a) on or prior to the Effective Date, any Lender that has a Term B Commitment at such time and (b) at any time after the Effective Date, any Lender that holds Term B Loans at such time.

“**Term B Loan**” means a loan made by any Term B Lender under the Term B Facility.

“**Term B Prepayment Fee**” means, in respect of the Term B Loans, a fee payable to the Administrative Agent, for the benefit of the Term B Lenders, in an amount equal to the aggregate amount of the Term B Loans being prepaid multiplied by 1.0% if such prepayment occurs after the first anniversary of the Effective Date but on or prior to the second anniversary of the Effective Date.

“**Termination Date**” means the Stated Maturity Date or any earlier date on which the unused Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof or on which all Loans are accelerated pursuant to the terms hereof.

“**Termination Event**” has the meaning assigned to such term in Article 7.

“**TNFINC**” means the Teamsters National Freight Industry Negotiating Committee of the IBT.

“**Transaction Documents**” means, collectively, this Agreement, the Sale Agreement, the Fee Letters, the Originator Subordinated Secured Notes, the Performance Undertaking, the Originator Intercreditor Agreement, the Standstill Agreement and all other instruments, documents and agreements executed and delivered by the Borrower, the Company or any Originator in connection herewith and designated as a “Transaction Document”.

“**Transaction Party**” means the Borrower, the Servicer, any Sub-Servicer (as defined in the Sale Agreement), the Performance Guarantor or any Originator.

“**Transactions**” has the meaning specified in the Transactions Schedule and includes without limitation, (a) the entering into of this Agreement, (b) the entering into of the YRCW Amended Term Loan, (c) the issuance of the YRCW Restructured Convertible Secured Notes, (d) the issuance of the YRCW New Money Convertible Secured Notes, (e) the entering into of the YRC Amended Pension Note, (f) the repayment and termination of the Existing ABS Facility, (g) the issuance of newly issued common stock of the Company to certain claimholders and employees and (h) the payment of costs, fees and expenses incurred in connection with the foregoing, in each case as specified in greater detail in the Transactions Schedule.

“**Transactions Schedule**” means the Schedule attached hereto as Schedule 4.

“**Transferred Receivable**” means any Receivables sold pursuant to the Sale Agreement.

“**Trigger Event**” shall occur on any date when Available Liquidity is less than $100,000,000.

“**Type**”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

“**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

“**Unapplied Cash and Credits**” means, at any time, the aggregate amount of Collections or other cash or credits then held by or for the account of the Servicer, any Originator or the Borrower in respect of the payment of Transferred Receivables, but not yet applied to the payment of such Transferred Receivables.

“**Unliquidated Obligations**” means, at any time, any Obligations (or portion thereof) that are contingent in nature or unliquidated at such time, including any Obligation that is: (i) any obligation (including any guarantee) that is contingent in nature at such time; or (ii) an obligation to provide collateral to secure any of the foregoing types of obligations.

“**U.S. Person**” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“**Unrelated Amount**” has the meaning assigned to such term in Section 11.03(b).

“**Weekly Report**” has the meaning assigned to such term in Section 5.01(f).

“**Withdrawal Liability**” means liability to a Multiemployer 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.

“**Withholding Agent**” means the Borrower or the Administrative Agent.

“**YRC Amended Pension Note**” has the meaning specified for the term “Pension Note” in the Transactions Schedule and evidenced by the Contribution Deferral Agreement and any other notes executed in connection therewith.

“**YRCW Amended Term Loan**” has the meaning specified for the term “Amended Term Loan” in the Transactions Schedule and evidenced by an Amended and Restated Credit Agreement, dated as of the Effective Date, by and among the Company, the lenders party thereto from time to time and JPMCB, as administrative agent.

“**YRCW New Money Convertible Secured Notes**” has the meaning specified for the term “New Money Convertible Secured Notes” in the Transactions Schedule and evidenced by $100,000,000 10% Series B Convertible Secured Notes of the Company due March 31, 2015 issued pursuant to an Indenture dated as of the Effective Date between the Company and U.S. Bank National Association, as indenture trustee.

“**YRCW Restructured Convertible Secured Notes**” has the meaning specified for the term “Restructured Convertible Secured Notes” in the Transactions Schedule and evidenced by $140,000,000 10% Series A Convertible Secured Notes of the Company due March 31, 2015 issued pursuant to an Indenture dated as of the Effective Date between the Company and U.S. Bank National Association, as indenture trustee.

Section 1.02. *Classification of Loans and Borrowings*. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Term A Loan”) or by Type (e.g., a “Eurodollar Loan”) or by Class and Type (e.g., a “Eurodollar Term A Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Term A Borrowing”) or by Type (e.g., a “Eurodollar Borrowing”) or by Class and Type (e.g., a “Eurodollar Term A Borrowing”).

Section 1.03. *Terms Generally*. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders and decrees, of all Governmental Authorities. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such

agreement, instrument or other document as from time to time amended, amended and restated supplemented, modified, extended, renewed, refinanced, restructured or replaced (subject to any restrictions on such amendments, supplements, modifications, extensions, refinancing, renewals, restructurings or replacements set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, (f) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws) and (g) all references to "knowledge" of any Transaction Party means the actual knowledge of a Financial Officer or executive officer of the Borrower.

Section 1.04. *Accounting Terms*; *GAAP*. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value", as defined therein and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

Section 1.05. *Rounding*. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding up if there is no nearest number).

Section 1.06. *Times of Day*. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07. *Timing of Payment or Performance*. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.08. *Certifications*. All certifications to be made hereunder by an officer or representative of a Transaction Party shall be made by such person in his or her capacity solely as an officer or a representative of such Transaction Party, on such Transaction Party's behalf and not in such Person's individual capacity.

ARTICLE 2
THE CREDITS

Section 2.01. *The Loans*.

(a) *Term A Borrowings*. Subject to the terms and conditions set forth herein, each Term A Lender agrees to make Term A Loans to the Borrower from time to time during the Availability Period in an aggregate principal amount not to exceed (i) such Term A Lender's Applicable Percentage of the unused Term A Commitments and (ii) when taken together with the other Term A Loans being made at such time, the Excess Availability immediately prior to such Term A Loans being made. On the Effective Date, the Term A Lenders will make Term A Loans to the Borrower in an aggregate amount of $30,000,000. Each Term A Borrowing shall consist of Term A Loans made simultaneously by the Term A Lenders in accordance with their respective Applicable Percentage of the unused Term A Commitments. Amounts repaid in respect of Term A Loans may not be reborrowed.

(b) *Term B Borrowings*. Subject to the terms and conditions set forth herein, each Term B Lender agrees to make Term B Loans to the Borrower on the Effective Date in an aggregate principal amount equal to such Term B Lender's Applicable Percentage of the Term B Facility. Each Term B Borrowing shall consist of Term B Loans made simultaneously by the Term B Lenders in accordance with their respective Applicable Percentage of the Term B Facility. Amounts repaid in respect of Term B Loans may not be reborrowed.

Section 2.02. *Borrowings.*

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The Term B Loans shall amortize as set forth in Section 2.07.

(b) Subject to Section 2.11, each Term A Borrowing and Term B Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; *provided* that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Each Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $15,000,000. There shall be no more than eight Term A Borrowings during the life of the Term A Facility.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Termination Date.

Section 2.03. *Requests for Borrowings.* To request a Borrowing, the Borrower shall notify the Administrative Agent of such request either in writing (delivered by hand or facsimile) in a form approved by the Administrative Agent and signed by the Borrower or by telephone in the case of both a Eurodollar Borrowing and an ABR Borrowing, not later than noon, four Business Days before the date of the proposed Borrowing; *provided* that, in the case of any Borrowing on the Effective Date, the Borrower shall notify the Administrative Agent not later than noon, one Business Day before the Effective Date. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

(i) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04. *Funding of Borrowings*. (A) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., New York time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to the Facility Account.

(a) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on written demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

Section 2.05. *Interest Elections*. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.05. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section 2.05, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term “Interest Period”.

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if a Termination Event has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as a Termination Event is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.06. *Termination and Reduction of Commitments*. (a) Unless previously terminated, (i) the Term B Commitments shall terminate at 5:00 p.m., New York time, on the Effective Date, (ii) the portion of the Term A Commitments that is used to make a new Term A Borrowing shall terminate upon the making of such Term A Borrowing, and (iii) all other Commitments shall terminate on the Termination Date.

(b) The Borrower may at any time after the first anniversary of the Effective Date terminate the Term A Facility upon (i) the payment in full of all outstanding Term A Loans, together with accrued and unpaid interest thereon, (ii) the payment in full of the accrued and unpaid fees in respect of the Term A Facility, including applicable Prepayment Fee (if any), (iii) the payment in full of all reimbursable expenses and other Obligations in respect of the Term A Facility to the extent then due and owing, together with accrued and unpaid interest thereon and (iv) the termination of any unused Term A Commitments.

(c) The Borrower may from time to time after the first anniversary of the Effective Date reduce the unused Term A Commitments, upon the payment in full of the accrued and unpaid fees associated with the unused Term A Commitments being so reduced, including the applicable Prepayment Fee (if any).

(d) The Borrower shall notify the Administrative Agent in writing of any election to terminate the Term A Facility or reduce the Term A Commitments under paragraph (b) or (c) of this Section at least 15 Business Days, in the case of a termination, and at least five Business Days, in the case of a reduction, prior to

the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; *provided* that a notice of termination of any Facility delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or the occurrence of other refinancings, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination of the Facilities or reduction of the Term A Commitments shall be permanent. Each reduction of the Term A Commitments shall be made ratably among the Term A Lenders in accordance with their respective Term A Commitments.

Section 2.07. *Repayment, Amortization and Cash Collateralization of Loans; Evidence of Debt*. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Term A Loan on the Termination Date. The Borrower shall repay Term B Loans on the first Business Day of each of January, April, July and October in an aggregate principal amount equal to 0.25% of the Outstanding Term B Loan Amount on the Effective Date. To the extent not previously paid, all unpaid Term B Loans shall be paid in full in cash by the Borrower on the Termination Date.

(b) At all times that full cash dominion is in effect pursuant to Section 5.15 as a result of the continuance of a Trigger Event but not as a result of a Termination Event, on each Business Day, the Administrative Agent shall have the right to apply funds credited to the Collection Account on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available) to any amounts then due and owing to the Administrative Agent or the Lenders under the Transaction Documents before permitting access to the Borrower of any such funds. The Administrative Agent agrees that it shall permit such access as requested by the Borrower from time to time after applying any amounts in the Collection Accounts to amounts then due and owing. At all times that full cash dominion is in effect pursuant to Section 5.15 as a result of a Termination Event, on each Business Day, the Administrative Agent shall apply all funds credited to the Collection Account on such Business Day in accordance with Section 2.15(b). For the avoidance of doubt, Loans that are cash collateralized shall continue to accrue interest.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; *provided* that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, promptly following request, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

Section 2.08. *Prepayment of Loans*. (a) The Borrower shall have the right at any time and from time to time to prepay any Loans in whole or in part, subject to prior notice in accordance with paragraph (c) of this Section (without premium or penalty (other than the Term A Prepayment Fee and Term B Prepayment Fee)); provided that (i) in the case of the Term A Facility, (A) the Term A Loans may not be prepaid and the unused Term A Commitments may not be terminated on or prior to the first anniversary of the Effective Date and (B) the Term A Loans may be prepaid and the unused Term A Commitments terminated after the first anniversary of the Effective Date and on or prior to the second anniversary of the Effective Date only upon the payment of the Term A Prepayment Fee, and (ii) in the case of the Term B Facility, no Term B Loans may be prepaid (other than in connection with a Replacement Term Facility) so long as any Term A Commitments are outstanding or any Term A Loans are outstanding; provided, further, that (1) the Term B Loans may not in any event be prepaid on or prior to the first anniversary of the Effective Date and (2) any prepayment of Term B Loans (including in connection with a Replacement Term Facility) after the first anniversary of the Effective Date and on or prior to the second anniversary of the Effective Date may be made only upon the payment of the Term B Prepayment Fee.

(b) In the event and on such occasion when an Availability Shortfall exists, the Borrower shall within one Business Day of written notice, *first* cash collateralize the Outstanding Term Loan A Amount and *second* cash collateralize the Outstanding Term Loan B Amount (or, if applicable, the Outstanding Other Term Loan Amount) to the extent of the Availability Shortfall; *provided* that such cash collateral shall be released immediately in reverse order if and to the extent such cash collateral is no longer needed to address such Availability Shortfall. For the avoidance of doubt, Loans that are cash collateralized shall continue to accrue interest.

(c) The Borrower shall notify the Administrative Agent by telephone (confirmed by facsimile) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than noon, three Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than noon, one Business Day before the date of such prepayment. Each such notice shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; *provided* that, if a notice of prepayment is given in connection with a conditional notice of termination of any Facility as contemplated by Section 2.06 or otherwise is conditioned upon the occurrence of a refinancing, then such notice of prepayment may be revoked prior to the contemplated effective date of the prepayment in the event such refinancing or condition does not occur. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.10.

Section 2.09. *Fees*. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Term A Lender a commitment fee, which shall accrue at the Applicable Rate on the average daily amount of the unused Term A Commitment of such Lender during the period from and including the Effective Date to but excluding the date on which the Term A Lenders' Term A Commitments terminate. Accrued commitment fees shall be payable in arrears on the first Business Day of each January, April, July and October and on the date on which the Term A Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(b) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(c) On the first Business Day of each January, April, July and October, the Borrower shall pay to the Servicer the Servicing Fee to the extent of Available Funds (as defined in the Sale Agreement) therefor pursuant to Section 2.15.

(d) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, in the case of commitment fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

Section 2.10. *Interest*. (a) The Loans composing each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans composing each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, during the occurrence and continuance of a Termination Event, the Administrative Agent or the Required Lenders may, at their option, by notice to the Borrower (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 9.02 requiring the consent of "each Lender affected thereby" for reductions in interest rates), declare that (i) all Loans shall bear interest at 2% plus the rate otherwise applicable to such Loans as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount outstanding hereunder, such amount shall accrue at 2% plus the rate applicable to such fee or other obligation as provided hereunder.

(d) Accrued interest on each Loan (for ABR Loans, accrued through the last day of the prior calendar month) shall be payable in arrears on each Interest Payment Date for such Loan; *provided* that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on written demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed. The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.11. *Alternate Rate of Interest*. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or facsimile as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

Section 2.12. *Increased Costs*. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(ii) subject the Administrative Agent or any Lender to any Taxes (other than (i) Indemnified Taxes and (ii) Excluded Taxes) with respect to any Commitment, Loan or other obligation; or

(iii) impose on any Lender or the London interbank market any other condition affecting this Agreement or Eurodollar Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan), then the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by, such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided further* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.13. *Break Funding Payments*. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of a Termination Event), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.06 and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.16, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of

such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.14. *Taxes*. (a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without withholding or deduction for or on account of any Indemnified Taxes or Other Taxes; *provided* that if the Borrower shall be required to withhold or deduct any Indemnified Taxes or Other Taxes from any such payment, then (i) the sum payable shall be increased as necessary so that after Borrower makes all required withholdings or deductions (including withholding or deductions applicable to additional sums payable under this Section 2.14) the Administrative Agent or any Lender (as the case may be) receives an amount equal to the sum it would have received had no such withholdings or deductions been made, (ii) the Borrower shall make such withholdings or deductions and (iii) the Borrower shall pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Administrative Agent and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided, however*, that if, after the payment of any amounts by the Borrower under this Section 2.14, any such Indemnified Taxes or Other Taxes are thereafter determined to have been incorrectly or illegally imposed, then the relevant recipient of such payment shall, within 30 days after such determination, repay any amounts paid to it by the Borrower hereunder in respect of such Indemnified Taxes or Other Taxes. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Each Lender shall indemnify the Administrative Agent, within 10 days after written demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and reasonable expenses (including the fees, charges and disbursements of any counsel for the Borrower or the Administrative Agent) incurred by or asserted against the Administrative Agent by any Governmental Authority as a result of the failure by such Lender, as the case may be, to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered to the Borrower or the Administrative Agent pursuant to Section 2.14(f). Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Transaction Document against any amount due to the Administrative Agent under this Section 2.14(d).

(e) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) (i) Any Lender that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to any payment under this Agreement shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not the Lender is subject to any withholding (including backup withholding) or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.14(f)(ii)(A) through (E) and Section 2.14(f)(iii) below) shall not be required if in the Lender's judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Upon the reasonable request of such Borrower or the Administrative Agent, any Lender shall update any form or certification previously delivered pursuant to this Section 2.14. If any form or certification previously delivered pursuant to this Section expires or becomes obsolete or inaccurate in any respect with respect to a Lender,

that Lender shall promptly (and in any event within 10 days after such expiration, obsolescence or inaccuracy) notify such Borrower and the Administrative Agent in writing of such expiration, obsolescence or inaccuracy and update the form or certification if it is legally eligible to do so.

(ii) Without limiting the generality of the foregoing, any Lender with respect to the Borrower shall, if it is legally eligible to do so, deliver to the Borrower or the Administrative Agent (in such number of copies as is reasonably requested by such Borrower and the Administrative Agent) on or prior to the date on which such Lender becomes a party hereto, duly completed and executed original copies of whichever of the following is applicable:

(A) in the case of a Lender that is a U.S. Person, IRS Form W-9 certifying that the Lender is exempt from U.S. backup withholding;

(B) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, (1) with respect to payments of interest under this Agreement, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding tax pursuant to the "interest" article of that tax treaty and (2) with respect to any other applicable payments under this Agreement, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. withholding tax pursuant to the "business profits" or "other income" article of that treaty;

(C) in the case of a Foreign Lender for which payments under this Agreement constitute income that is effectively connected with such Lender's conduct of a trade or business in the United States, IRS Form W-8ECI;

(D) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, both (1) IRS Form W-8BEN and (2) a certificate substantially in the form of Exhibit B (a "**U.S. Tax Certificate**") to the effect that such Lender is not (a) a "bank" within the meaning of Section 881(c)(3)(A) of the Code; (b) a "10% shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code; (c) a "controlled foreign corporation" within the meaning of Section 881(c)(3)(C) of the Code or (d) conducting a trade or business in the United States with which the relevant interest payments are effectively connected;

(E) in the case of a Foreign Lender that is not the beneficial owner of payments made under this Agreement (including a partnership or a Foreign Lender that has sold participations), (1) an IRS Form W-8IMY on behalf of itself and (2) the relevant forms prescribed in clauses (A), (B), (C), (D) and (F) of this paragraph (f)(ii) that would be required of each such partner of the Foreign Lender or beneficial owner if the beneficial owners or partners were Lenders;

(F) any other form prescribed by law as a basis for claiming exemption from, or a reduction of, U.S. withholding tax together with such supplementary documentation as is necessary to enable the Borrower or the Administrative Agent to determine the amount of tax (if any) required by law to be withheld.

(iii) If any payment made to a Lender under this Agreement would be subject to U.S. withholding tax imposed by FATCA if the Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), the Lender shall deliver to the Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA, to determine that the Lender has or has not complied with its obligations under FATCA and, as necessary, to determine the amount to deduct and withhold from any payment.

(g) If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.14, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.14 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided*, that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This Section shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

Section 2.15. *Payments Generally; Allocation of Proceeds; Sharing of Set-Offs*. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Sections 2.12, 2.13 or 2.14, or otherwise) prior to 3:00 p.m., New York time, on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 270 Park Avenue, New York, New York, except that payments pursuant to Sections 2.12, 2.13, 2.14 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in dollars.

(b) Any proceeds of Collateral received by the Administrative Agent (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Transaction Documents (which shall be applied as specified by the Borrower), (B) a mandatory cash collateralization of Loans (which shall be applied in accordance with Section 2.08) or (C) amounts to be applied from the Collection Account when full cash dominion is in effect as a result of the occurrence of a Trigger Event (but not as a result of a Termination Event) (which shall be applied in accordance with the first sentence of Section 2.07(b)) or (ii) after a Termination Event has occurred and is continuing and the Administrative Agent elects or the Required Lenders direct the Administrative Agent to exercise remedies pursuant to Article 7, shall be applied ratably *first*, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent from the Borrower pursuant to the Transaction Documents, *second*, to pay any fees or expense reimbursements then due to the Term A Lenders from the Borrower pursuant to the Transaction Documents, *third*, to pay interest then due and payable on the Term A Loans, *fourth*, to prepay principal on the Term A Loans, *fifth*, to pay any fees or expense reimbursements then due to the Term B Lenders or Other Term Lenders, as applicable, from the Borrower pursuant to the Transaction Documents, *sixth*, to pay interest then due and payable on the Term B Loans or Other Term Loans, as applicable, *seventh*, to prepay principal on the Term B Loans or Other Term Loans, as applicable, *eighth*, to the payment of any other Obligation due to the Administrative Agent or any Lender by the Borrower, *ninth*, to pay the Servicing Fee and *tenth* the balance, if

any, after all of the Obligations have been paid in full, to the Borrower or as otherwise required by law. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower, or unless a Termination Event is in existence, neither the Administrative Agent nor any Lender shall apply any payment which it receives to any Eurodollar Loan of a Class, except (A) on the expiration date of the Interest Period applicable to any such Eurodollar Loan or (B) in the event, and only to the extent, that there are no outstanding ABR Loans of the same Class and, in any such event, the Borrower shall pay the break funding payment required in accordance with Section 2.13. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Obligations in accordance with the terms herein.

(c) At the election of the Administrative Agent, all payments of principal, interest, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees and expenses pursuant to Section 9.03), and other sums payable under the Transaction Documents, may be paid from the proceeds of Borrowings made hereunder made following a request by the Borrower pursuant to Section 2.03.

(d) If any Lender shall, by exercising any right of set off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; *provided* that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its reasonable discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and apply any such amounts to, any future funding obligations of such Lender hereunder; application of amounts pursuant to (i) and (ii) above shall be made in such order as may be determined by the Administrative Agent in its reasonable discretion.

Section 2.16. *Mitigation Obligations; Replacement of Lenders.*

(a) If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.14, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment promptly following written demand.

(b) If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole

expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 2.17. *Defaulting Lenders*. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Term A Commitment of such Defaulting Lender pursuant to Section 2.09(a);

(b) the Commitment and Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders, the Required Lenders, the Required Term B Lenders, the Required Term A Lenders, the Supermajority Term A Lenders or the Supermajority Term B Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 9.02), *provided* that any waiver, amendment or modification requiring the consent of all Lenders or each directly adversely affected Lender which affects such Defaulting Lender differently than other directly adversely affected Lenders shall require the consent of such Defaulting Lender; and

(c) in the event and on the date that each of the Administrative Agent and the Borrower agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then on such date such Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

Section 2.18. *Returned Payments*. If after receipt of any payment which is applied to the payment of all or any part of the Obligations, the Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent or such Lender. The provisions of this Section 2.18 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.18 shall survive the termination of this Agreement.

Section 2.19. *Amend and Extend Transactions*.

(a) At any time after the Effective Date, the Borrower and any Lender may agree, by notice to the Administrative Agent (each such notice, an "**Extension Notice**"), to extend (an "**Extension**") the Stated Maturity Date of such Lender's Term Loans of any Class (which term, for purposes of this provision, shall include Other Term Loans and in the case of the Term A Loans, shall include the Term A Commitments) to the extended maturity date specified in such Extension Notice (each tranche of Term Loans of such Class so extended as well as the original Term Loans of such Class not so extended, being deemed a separate tranche; any Extended Term Loans of any Class shall constitute a separate tranche of Term Loans of such Class from the tranche of Term Loans of such Class from which they were converted; any tranche of Term Loans (or Commitments) of such Class the maturity of which shall have been extended pursuant to this Section 2.19, "**Extended Term Loans**" of such Class); *provided*, that (i) the Borrower shall have offered to all Lenders under each Facility the opportunity to participate in such extension on a pro rata basis and on the same terms and conditions to each such Lender (each such offer, an "**Extension Offer**"), (ii) no Incipient Termination Event shall have occurred and be continuing prior to or after giving effect to any such extension, (iii) except as to interest rates, fees, final maturity date (subject to the following clauses (iv) and (v)), amortization, mandatory prepayments and scheduled amortization (which, subject to the following clauses (iv), (v) and (vi), shall be determined by the Borrower and set forth in the applicable Extension Offer), Extended Term Loans shall have the same terms as the tranche of Term Loans that was the subject of the Extension Notice, (iv) the final maturity date of any Extended Term Loans shall be no earlier than the then Latest Maturity Date in respect of the applicable Facility at the time of extension, and the amortization schedule applicable to the Term B Loans pursuant to Section 2.07 for periods prior to the Stated Maturity Date may not be increased, (v) the weighted average life to maturity of any Extended Term Loans shall be no shorter than the remaining weighted average life to maturity of the Term Loans extended thereby, (vi) any Extended Term

Loans may participate on a pro rata basis or on a less than pro rata basis (but not on a greater than pro rata basis) in any voluntary or mandatory prepayments hereunder, as specified in the applicable Extension Offer, (vii) if the aggregate principal amount of Term Loans of the applicable Class (calculated on the face amount thereof) in respect of which Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans of such Class offered to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans of such Class of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted such Extension Offer, (viii) all documentation in respect of such Extension Offer (including any Extension Notice) shall be consistent with the foregoing, (ix) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrower and (x) the interest rate margin (or if applicable, commitment fees) applicable to any Extended Term Loans will be determined by the Borrower and the lenders providing such Extended Loans. In connection with any such extension, the Borrower and the Administrative Agent, with the approval of the extending Lenders, may effect such amendments to this Agreement and the other Transaction Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to establish new tranches or sub-tranches in respect of the Term Loans of the applicable Class so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches (including to preserve the pro rata treatment of the extended and non-extended tranches), in each case on terms not inconsistent with this Section 2.19.

(b) With respect to all Extensions consummated by the Borrower pursuant to this Section 2.19, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.08 and (ii) any Extension Offer is required to be in a minimum amount of $25,000,000, *provided* that the Borrower may at its election specify as a condition (a "**Minimum Extension Condition**") to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower's sole discretion and may be waived by the Borrower) of Term Loans of the applicable Class of any or all applicable tranches accept the applicable Extension Offer.

(c) In connection with any Extension, the Borrower shall provide the Administrative Agent at least five (5) Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures, if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably, to accomplish the purposes of this Section 2.19.

(d) This Section 2.19 shall supersede any provisions in Section 2.15 or Section 9.02 to the contrary.

Section 2.20. *Refinancing Amendments*. At any time after the Effective Date, so long as no Incipient Termination Event or Termination Event has occurred and is continuing or would result therefrom, subject to the provisions of Section 2.08(a), the Borrower may obtain, from any Lender or any Additional Lender, Replacement Term Facility in the form of Other Term Loans or Other Term Commitments in respect of all (but not less than all) of the Term B Loans then outstanding under this Agreement (which for purposes of this clause will be deemed to include any then outstanding Other Term Loans) pursuant to a Refinancing Amendment; provided that such Replacement Term Facility (i) will rank pari passu in right of payment and of security with the other Loans and Commitments hereunder (but on the same last-out basis as the Term B Loans), (ii) will have such pricing and optional prepayment terms as may be agreed by the Borrower and the Lenders thereof (but on the same last-out basis as the Term B Loans), (iii) with respect to any Other Term Loans or Other Term Commitments, will have a maturity date that is not prior to the maturity date of, and will have a weighted average life to maturity that is not shorter than, the Term B Loans being refinanced, (iv) all fees and expenses earned, due and owing in respect of the Term B Facility and the Replacement Term Facility shall have been paid, (v) to the extent the terms and conditions are not substantially identical to, or less favorable to the Lenders providing such Replacement Term Facility than the Refinanced Debt (provided that the terms and conditions applicable to such Replacement Term Facility may provide for any additional or different financial or other convents or other provision that are agreed between the Borrower and the Lenders thereof and applicable only during the periods after the Latest Maturity Date that is in effect on the date such Replacement Term Facility is incurred or obtained), such other terms and documentation in respect of the Replacement Term Facility shall be acceptable to the Administrative Agent and the Borrower. The effectiveness of any Refinancing Amendment shall be subject to the satisfaction (or waiver) on the date thereof of each of the conditions set forth in Section 4.02 and, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of legal opinions, board resolutions, officers' certificates and/or reaffirmation agreements consistent with those delivered on the Effective Date under Section 4.01 (other than changes to such legal opinions resulting from a change in law, change in fact or change to counsel's form of opinion). The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Replacement Term Facility incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Other Term Loans and/or Other Term

Commitments). Any Refinancing Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Transaction Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.20. This Section 2.20 shall supersede any provisions in Section 2.15 or Section 9.02 to the contrary.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Section 3.01. *Representations and Warranties*. The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that:

(a) *Corporate Existence and Power*. The Borrower is a limited liability company duly formed, validly existing and in good standing under the laws of its state of formation, and has all organizational power and all governmental licenses, authorizations, consents and approvals required to carry on its business in each jurisdiction in which its business is conducted, except for such power, licenses, authorization, consents and approvals the failure to obtain any of which would not have a Material Adverse Effect.

(b) *Compliance with Law*. The Borrower (i) has the requisite power and authority and the legal right to own, pledge, mortgage or otherwise encumber and operate its material properties, to lease the material property it operates under lease, and to conduct its business, in each case, as now, heretofore and proposed to be conducted; (ii) has all licenses, permits, consents or approvals from or by, and has made all filings with, and has given all notices to, all Governmental Authorities having jurisdiction, to the extent required for such ownership, operation and conduct, except where the failure to comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect; (iii) is in compliance with its limited liability company agreement; and (iv) subject to specific representations set forth herein regarding ERISA, tax and other laws, is in compliance with all applicable provisions of law, except in the case of this clause (iv), where the failure to comply, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(c) *No Conflict*. The execution, delivery and performance by the Borrower of this Agreement and each of the other Transaction Documents, and the Borrower's use of the proceeds of Loans made hereunder, are within its organizational powers, have been duly authorized by all necessary organizational action, do not breach or violate (i) its certificate or articles of incorporation or by-laws or limited liability company agreement or other applicable organizational documents, (ii) any law, rule or regulation applicable to it, (iii) any restrictions under any material debt instrument or material contractual obligation to which it

is a party or by which it or its property is bound, or (iv) any order, writ, judgment, award, injunction or decree binding on it or its property, and do not result in the creation or imposition of any Adverse Claim on assets of the Borrower (except created hereunder or otherwise permitted hereby) except where, in each case (other than with respect to clause (i)), such breach or violation would not have a Material Adverse Effect. This Agreement and each Transaction Document to which it is a party has been duly authorized, executed and delivered by the Borrower.

(d) *Governmental Authorization*. Other than (i) the filing of the financing statements required hereunder or (ii) authorizations, approvals, actions, notices made or obtained on or prior to the date hereof, no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of the Transaction Documents.

(e) *Validity*. The Transaction Documents constitute the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws relating to or limiting creditors' rights generally and subject to general principles of equity.

(f) *Financial Statements*. The Borrower has heretofore furnished to the Lenders (i) the consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the fiscal year ended December 31, 2010 of the Company and its subsidiaries, reported on by KPMG LLP, independent public accountants, (ii) a consolidated budget and projections of the Company and its subsidiaries for the 2011 through 2014 fiscal years, (iii) the unaudited consolidated balance sheet and statements of income, stockholders equity and cash flows as of and for the fiscal year ended March 31, 2011 of the Company and its subsidiaries, certified by a Financial Officer and (iv) as of and for the fiscal month and the portion of the fiscal year ended May 31, 2011, the unaudited consolidated balance sheet and statements of income, stockholders equity and cash flows of the Company and its subsidiaries. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and the Company as of such dates and for such periods in accordance with GAAP, subject to year end audit adjustments and the absence of footnotes in the case of the statements referred to in clauses (ii), (iii) and (iv) above.

(g) *Accuracy of Information*. All written information (other than projections, forward looking statements, budgets, estimates and general market data) heretofore furnished by or on behalf of any Transaction Party to the Administrative Agent or the Lenders for purposes of or in connection with this

Agreement, any of the other Transaction Documents or any transaction contemplated hereby or thereby is, and all such information hereafter furnished by or on behalf of such Transaction Party to the Administrative Agent or the Lenders will be true and accurate in all material respects, (when taken as a whole and as modified or supplemented by other information provided or publicly available in periodic and other reports, proxy statements and other materials filed by the Company or any subsidiary of the Company with the Securities and Exchange Commission) and does not and will not contain (when taken as a whole and as modified or supplemented by other information provided or publicly available in periodic and other reports, proxy statements and other materials filed by the Company or any subsidiary of the Company with the Securities and Exchange Commission) any material misstatement of fact or omit to state a material fact necessary to make the statements contained therein not materially misleading. With respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time, it being recognized by the Lenders that projections are not to be viewed as facts and that the actual results during the period or periods covered by such projections may differ from the projected results and such differences may be material.

(h) *Use of Proceeds*. No proceeds of any Loan hereunder will be used (i) for a purpose which violates, or would be inconsistent with, Regulation T, U or X promulgated by the Board of Governors of the Federal Reserve System from time to time or (ii) to acquire any security in any transaction which is subject to Section 13 or 14 of the Securities Exchange Act of 1934, as amended.

(i) *Title to Receivables*. Each Receivable has been purchased by the Borrower from the applicable Originator in accordance with the terms of the Sale Agreement, and the Borrower has thereby irrevocably obtained all legal and equitable title to, and has the legal right to sell and encumber, such Receivable, its Collections and the Related Security. Each such Receivable has been transferred to the Borrower free and clear of any Adverse Claim. Without limiting the foregoing, there has been duly filed all financing statements or other similar instruments or documents necessary under the UCC of all appropriate jurisdictions (or any comparable law) to perfect the Borrower's ownership interest in such Receivable.

(j) *Good Title; Perfection*. (i) Each Receivable, together with the Related Security, is owned by the Borrower free and clear of any Adverse Claim (other than Permitted Encumbrances); (ii) the Administrative Agent, on behalf of the Lenders, shall have a continuous valid and perfected first priority security interest in each Receivable and the Related Security and Collections with respect thereto, free and clear of any Adverse Claim (other than Permitted Encumbrances); and (iii) no financing statement or other instrument similar in effect covering all or any interest in any Receivable or the Related Security or Collections with respect thereto is on file in any recording office except in connection with any other Permitted Encumbrances.

(k) *Places of Business*. The principal places of business and chief executive office of the Borrower and the offices where the Borrower keeps all its Records are located at the address(es) listed on Schedule 2 or such other locations notified to the Administrative Agent in accordance with Section 6.01 in jurisdictions where all action required by Section 6.01 has been taken and completed. The Borrower's Federal Employer Identification Number and Organizational Identification Number are correctly set forth on Schedule 2 (as updated from time to time upon prior written notice to the Administrative Agent).

(l) *Collection Banks; etc*. Except as otherwise notified to the Administrative Agent in accordance with Section 6.03 and subject to Section 5.23:

(i) the Borrower has instructed, or has caused each Originator to instruct, all Obligors to pay all Collections directly to a segregated lock-box identified on Schedule 3 hereto or to such other location as the Administrative Agent shall have instructed under Section 5.15,

(ii) in the case of all proceeds remitted to any such lock-box which is now or hereafter established, such proceeds will be deposited directly by the applicable Collection Bank into a concentration account or a depository account listed on Schedule 3 (as amended from time to time in accordance with the terms hereof),

(iii) the names and addresses of all Collection Banks, together with the account numbers of the Collection Accounts of the Borrower at each Collection Bank, are listed on Schedule 3 (as amended from time to time in accordance with the terms hereof), and

(iv) each lock-box and Collection Account to which Collections are remitted shall be subject to a Collection Account Agreement that is then in full force and effect.

In the case of lock-boxes and Collection Accounts identified on Schedule 3 (as amended from time to time in accordance with the terms hereof) which were established by an Originator or by any Person other than the Borrower, exclusive dominion and control thereof has been transferred to the Borrower. The Borrower has not granted to any other Person, other than (i) the Administrative Agent as contemplated by this Agreement and (ii) the Originators, subject to the terms, conditions and provisions of the Originator Intercreditor Agreement, dominion and control of any lock-box or Collection Account, or the right to take dominion and control of any lock-box or Collection Account at a future time or upon the occurrence of a future event.

(m) *Material Adverse Effect*. Since December 31, 2010, no event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect (other than events, changes or conditions that were disclosed by the Company in any public filing prior to April 21, 2011).

(n) *Names*. As of the Effective Date, in the past five years, no Transaction Party has used any corporate names, trade names or assumed names other than the name in which it has executed this Agreement or the other Transaction Documents, as applicable.

(o) *No Litigation, Defaults*. There are no actions, suits or proceedings pending, or to the best of knowledge of any Transaction Party, threatened, against such Transaction Party, or any of the respective properties of such Transaction Party, in or before any court, arbitrator or other body, which are reasonably likely to be adversely determined and reasonably likely to (i) adversely affect the collectability of a material portion of the Receivables, (ii) materially adversely affect the financial condition of the Company and its subsidiaries (taken as a whole) or the Originators and their subsidiaries (taken as a whole), or (iii) materially adversely affect the ability of the Transaction Parties to perform their obligations under the Transaction Documents.

(p) *Credit and Collection Policies*. With respect to each Receivable, the Borrower has complied in all material respects with the Credit and Collection Policy.

(q) *Payments to the Applicable Originator*. With respect to each Receivable transferred to the Borrower, the Borrower has given reasonably equivalent value to the applicable Originator in consideration for such transfer of such Receivable and the Related Security with respect thereto under the Sale Agreement and such transfer was not made for or on account of an antecedent debt. No transfer by an Originator of any Receivable is or may be voidable under any Section of the Bankruptcy Reform Act of 1978 (11 U.S.C. §§ 101 et seq.), as amended.

(r) *Ownership of the Borrower*. The Company owns, directly or indirectly, 100% of the issued and outstanding membership interests in the Borrower.

(s) *Taxes*. The Borrower has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(t) *ERISA*. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events, could reasonably be expected to result in a Material Adverse Effect.

(u) *Not an Investment Company*. The Borrower is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended from time to time, or any successor statute.

(v) *USA Patriot Act*. To the extent requested at least one Business Day prior to the Effective Date, the Borrower has delivered to the Administrative Agent and each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Act**") information identifying the Borrower, which information includes the name and address of the Borrower and such other information as necessary to identify the Borrower in accordance with the Act.

(w) *Purpose*. The Borrower has determined that, from a business viewpoint, the purchase of Receivables and related interests from the Originators under the Sale Agreement, and the entry into and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, are in the best interest of the Borrower.

ARTICLE 4
CONDITIONS PRECEDENT

Section 4.01. *Effective Date*. The obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived):

(a) The Administrative Agent (or its legal counsel) shall have received copies of executed counterparts of this Agreement, the Sale Agreement and the Performance Guaranty.

(b) All governmental and material third party approvals necessary in connection with the financing contemplated hereby (including shareholder approvals, if any) shall have been obtained on terms reasonably satisfactory to the Administrative Agent and shall be in full force and effect.

(c) The Administrative Agent shall have received (i) audited financial statements of the Company and its subsidiaries on a consolidated basis for the two most recent fiscal years ended prior to the Effective Date as to which such financial statements are available (it being acknowledged by the Administrative Agent that it has received such audited financial statements), and (ii) unaudited interim consolidated financial statements of the Company for each quarterly

period ended subsequent to the date of the latest financial statements delivered pursuant to clause (i) of this Section 4.01(c) as to which such financial statements are available (it being acknowledged by the Administrative Agent that it has received the unaudited interim consolidated financial statements of the Company for the fiscal quarter ended March 31, 2011).

(d) The Administrative Agent shall have received such closing documents as are customary for transactions of this type or as it may reasonably request, including but not limited to resolutions, good standing certificates, incumbency certificates, a solvency certificate from a Financial Officer of the Company, organizational documents and financing statements, all in form and substance reasonably acceptable to the Administrative Agent and the Arranger.

(e) The Administrative Agent shall have received the results of recent lien, tax and judgment searches in each relevant jurisdiction and such searches shall reveal no liens on the assets of the Borrower or the applicable assets of the Originators, other than liens permitted hereby and the liens securing the Existing ABS Facility.

(f)(i) All obligations (other than unasserted contingent indemnity and reimbursement obligations that expressly survive termination) under the Existing ABS Facility shall have been (or substantially concurrently with the closing of the Facilities be) paid in full (or such obligations shall have been otherwise satisfied in the discretion of the lenders under the Existing ABS Facility), the commitments thereunder terminated and all Liens granted thereunder released and (ii) the Administrative Agent shall have received evidence reasonably satisfactory to it that Yellow Roadway Receivables Funding Corporation shall have transferred Receivables held by it on the Effective Date to the applicable Originators.

(g) The Administrative Agent or its designee shall have conducted a satisfactory field examination of the accounts receivable and financial information of the Originators and the Borrower and of the related data processing and other systems, it being understood and agreed that the receipt by the Administrative Agent of the Durkin Group & Associates LLC report, dated June 21, 2011, addressed to the Administrative Agent and reflecting the eligibility criteria set forth herein shall satisfy this condition.

(h) The Administrative Agent shall have received a Borrowing Base Certificate for the month ended June 30, 2011 with customary supporting documentation and supplemental reporting to be mutually agreed upon between the Administrative Agent and the Borrower.

(i) All fees payable on the Effective Date and all reasonable and documented fees, costs and out-of-pocket expenses incurred by the Administrative Agent and the Initial Lenders to the extent an invoice therefor is provided at least 2 Business Days prior to the Effective Date shall have been paid or reimbursed, as the case may be;

(j) No Incipient Termination Event, Termination Event, "Event of Default", "Default", "Servicer Event of Default" or "Potential Servicer Event of Default" (as any such terms are defined in any of the Specified Debt or the Sale Agreement) or such similar term under the Specified Debt or the Sale Agreement shall have occurred and be continuing.

(k) As of the Effective Date, there will have been no litigation commenced which is reasonably likely to be adversely determined, and if so determined, would have a material adverse effect on the Borrower, the Servicer or any Originator or their respective businesses taken as a whole, or which would challenge the transactions contemplated under the Transaction Documents.

(l) Opinion letters shall have been delivered by the Borrower's and the Originators' external counsel that are reasonably satisfactory to the Administrative Agent that address, among other things: (i) true sale and absolute transfer of the Receivables pursuant to the Sale Agreement, (ii) non-consolidation of the Borrower with the Originators, (iii) no conflicts with applicable laws, rules and regulations and material debt agreements (a list of which shall be set forth in such opinion), (iv) attachment and perfection of security interests and (v) corporate matters and enforceability of the Transaction Documents.

(m) The Transactions shall have been consummated substantially concurrently with the closing of the Facilities on terms, conditions and documentation reasonably acceptable to the Administrative Agent and the Initial Lenders.

(n) The Company shall have a minimum balance of unrestricted cash and Cash Equivalents on the Effective Date (for this purpose only, including the Escrow Amounts deposited in the Escrow Accounts) of $160,000,000.

(o) The Company shall have a minimum Consolidated EBITDA for the most recent twelve month period ending at least 30 days prior to the Effective Date, after giving pro forma effect to the Transactions, of $125,000,000.

(p) The Administrative Agent and the Originators shall have entered into an intercreditor agreement reasonably satisfactory to the Administrative Agent, the Initial Lenders and the Borrower with respect to the subordination of the liens securing the Originator Subordinated Secured Notes on a "silent junior" basis to the Administrative Agent's security interest in the Collateral (the "**Originator Intercreditor Agreement**").

(q) The Company shall have entered into the Escrow Agreements and shall have deposited the Escrow Amounts into the Escrow Accounts.

(r) The Company shall have entered into an agreement with the holders of the Specified Debt (or their agents), in form and substance reasonably satisfactory to the Administrative Agent and the Initial Lenders, regarding the use of trucks, equipment and other properties to finish in-transit deliveries and collections during the ABL Standstill Period (as defined in the Standstill Agreement).

(s) The Company shall have delivered an executed copy of a letter between TNFINC and the Company addressed to the Administrative Agent and the Lenders and in form and substance reasonably satisfactory to the Administrative Agent and the Initial Lenders, regarding TNFINC's agreement to work with the affected local unions and the IBT to encourage their members to continue working until all remaining freight is cleared out of and delivered from the affected networks.

(t) The Standstill Agreement shall have been executed by all parties thereto.

(u) Each Originator shall have waived its right of set-off with respect to the Receivables.

(v) The Administrative Agent shall have received a notice setting forth the deposit account of the Borrower (the "**Facility Account**") to which the Administrative Agent is authorized by the Borrower to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

Section 4.02. *Each Credit Event*. The obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

(a) The Administrative Agent shall have received a notice of such Borrowing as required by Section 2.03.

(b) The representations and warranties of the Borrower or any other Transaction Party set forth in this Agreement or any other Transaction Document shall be true and correct in all material respects on and as of the date of such Borrowing.

(c) Other than in connection with any continuation or conversion of an Eurodollar Loan, at the time of and immediately after giving effect to such Borrowing, no Incipient Termination Event shall have occurred and be continuing.

(d) After giving effect to any Borrowing, the Excess Availability is not less than zero.

(e) Other than in connection with any continuation or conversion of an Eurodollar Loan, neither the Company nor any Originator shall have received any notice by any federal, state or local governmental authority asserting any lien in connection with the underfunding of any multiemployer plan.

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (b), (c), (d) and (e) of this Section.

ARTICLE 5
AFFIRMATIVE COVENANTS

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any of the Transaction Documents have been paid in full (other than contingent obligations not then due and owing), the Borrower covenants and agrees with the Administrative Agent and each Lender that:

Section 5.01. *Financial Reporting*. The Borrower will maintain a system of accounting established and administered in accordance with generally accepted accounting principles (as in effect from time to time), and furnish to the Administrative Agent (for distribution to each other Lender):

(a) *Annual Financial Reporting*. Within 90 days after the close of each of its fiscal years, financial statements for such fiscal year certified in a manner reasonably acceptable to the Administrative Agent by the Chief Financial Officer or any other Financial Officer of the Borrower, and the consolidated financial statements of the Company required under Section 4.01(a)(i) of the Sale Agreement, together with a management narrative and analysis of the financial condition and results of operation of the Company and its subsidiaries for such period as compared to comparable periods of the previous year.

(b) *Quarterly Financial Reporting*. Within 45 days after the close of the first three quarterly periods of each of its fiscal years, unaudited consolidated balance sheets as at the close of each such period and statements of income and retained earnings and a statement of cash flows for the period from the beginning of such fiscal year to the end of such quarter, all certified by its Chief Financial Officer or any other Financial Officer of the Borrower, and the financial statements of the Company required under Section 4.01(a)(ii) of the Sale Agreement, together with a management narrative and analysis of the financial condition and results of operation of the Company and its subsidiaries for such period as compared to comparable periods of the previous year.

(c) *Monthly Financial Reporting.* Within 30 days after the close of each monthly period that does not constitute the close of a quarterly or annual period, unaudited consolidated balance sheets as at the close of each such period and the related unaudited statements of operations and cash flows for the period from the beginning of such fiscal year to the end of such period, all certified by the Chief Financial Officer or other senior officer of the Borrower, together with the financial statements of the Company required under Section 4.01(a)(iii) of the Sale Agreement.

(d) *Compliance Certificate*. Together with the financial statements required hereunder, a compliance certificate in substantially the form of Exhibit D signed by the Borrower's Chief Financial Officer or any other Financial Officer and dated the date of such annual financial statement, such quarterly financial statement or such monthly financial statement, as the case may be, and the certificate of the Company required under Section 4.01(a)(iv) of the Sale Agreement.

(e) *Monthly Report*. No later than the tenth Business Day following the end of each month, (x) a monthly report consisting of a Borrowing Base calculation updating all ineligible categories substantially in the form attached hereto prepared by the Borrower ("**Ineligibility Supplemental Information**") as of the last day of the previous calendar month, (y) an accounts receivable detail report with aging summary attached thereto ("**Aging Supplemental Information**") as of the last day of the previous calendar month and (z) an accounts receivable rollforward report with supporting schedules attached thereto (the "**Borrowing Base Report**") as of the last day of the previous calendar month (collectively, the reports and calculations in clauses (x), (y) and (z) are referred to herein as the "**Monthly Report**"). It is hereby understood and agreed that the Borrower shall be required to deliver a Monthly Report pursuant to the terms of this subsection (e) notwithstanding that the Borrower may also be required to deliver Weekly and/or Daily Reports as hereinafter described.

(f) *Weekly Report*. If a Trigger Event shall have occurred and be continuing, as soon as available, and in any event no later than Wednesday of each calendar week, (x) the Aging Supplemental Information prepared by the Borrower as of the last day of the immediately preceding week and (y) a Borrowing Base Report as of the last day of the immediately preceding week (collectively, the reports and calculations in clauses (x) and (y) are referred to herein as the "**Weekly Report**"). The Borrower shall be required to deliver a Weekly Report by on each Wednesday thereafter (each Weekly Report relating to the immediately preceding week) until such time as a Trigger Event no longer exists.

(g) *Daily Report*. If (x) a Termination Event or an Incipient Termination Event shall have occurred and be continuing or (y) the Administrative Agent, reasonably and in good faith, believes that an Incipient Termination Event or Termination Event is imminent, or the Lenders' rights or interests in the Receivables or Related Security or Collections with respect thereto is insecure, the Borrower shall be required to provide, no later than 3:00 p.m., on each Business Day, a Borrowing Base Report as of the immediately preceding Business Day (a "**Daily Report**"). The Borrower shall be required to deliver a Daily Report by no later than 3:00 p.m. on each Business Day thereafter until such time as the Termination Event or Incipient Termination Event no longer exists or the Administrative Agent notifies the Borrower that a Daily Report is no longer required, as the case may be.

Notwithstanding anything in this Agreement or any other Transaction Document to the contrary, the Borrower may furnish (i) the Monthly Reports, Weekly Reports and Daily Reports to the Administrative Agent via electronic mail at such electronic mail addresses that the Administrative Agent from time to time designates as being acceptable for the delivery of the Monthly Reports, Weekly Reports and Daily Reports and (ii) Weekly Reports in order to update the then existing Borrowing Base Certificate.

(h) *Borrowing Base Certificate*. At the same time each Monthly, Weekly or Daily Report, as applicable, is required to be delivered pursuant to the terms of subsections (e), (f) and (g), a completed certificate substantially in the form attached hereto as Exhibit C (each, a "**Borrowing Base Certificate**").

(i) *Copies of Notices, etc. under Sale Agreement and Other Transaction Documents*. Promptly following its receipt of any written notice, written request for consent, financial statements of the Company, certification or written report under or in connection with the Sale Agreement or any other Transaction Document from any other Person other than the Administrative Agent or Lenders, copies of the same.

(j) *Change in Credit and Collection Policy*. At least 15 days prior to the effectiveness of any material change in or amendment to the Credit and Collection Policy, a copy of the Credit and Collection Policy then in effect and a notice indicating such change or amendment.

(k) *Other Financial Reports.* Promptly following delivery to such other Person, such other financial reports (including, without limitation, 13-week cash flow projections) that are provided to the holders of the Specified Debt in their capacity as such pursuant to the terms of such Specified Debt

(l) *Other Information*. Such other information (including non-financial information) as the Administrative Agent or any Lender may from time to time reasonably request (other than (i) information restricted by a customary third party confidentiality agreement and (ii) other information (x) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors)) is prohibited by applicable law or (y) that is subject to attorney client or similar privilege or constitutes attorney work-product).

(m) *Electronic Information*. Documents required to be delivered pursuant to clauses (a), (b) and (k) 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 (EDGAR) System.

Section 5.02. *Notices*. The Borrower will notify the Administrative Agent in writing of any of the following promptly, or by such later time as may be specified below, after obtaining knowledge of the occurrence thereof, describing the same and, if applicable, the steps being taken with respect thereto:

(a) *Termination Events or Incipient Termination Events*. The occurrence of each Termination Event or each Incipient Termination Event, by a statement of the Chief Financial Officer of the Borrower;

(b) *Judgment*. The entry of any judgment or decree against the Borrower;

(c) *Litigation*. The institution of any litigation, arbitration proceeding or governmental proceeding against the Borrower or to which the Borrower becomes party;

(d) *Termination Date under Sale Agreement*. The declaration by any Originator of the "Termination Date" under the Sale Agreement;

(e) *Downgrade*. Any downgrade in the rating of any Indebtedness of the Borrower, any Originator or the Performance Guarantor by S&P or by Moody's, setting forth the Indebtedness affected and the nature of such change;

(f) *Labor Strike, Walkout, Lockout or Slowdown*. The commencement or threat in writing of any labor strike, walkout, lockout or concerted labor slowdown against the Performance Guarantor or any of its subsidiaries (i) which prevents, or could reasonably be likely to prevent, pick-ups, shipments and/or deliveries by any Originator, and (ii) which could reasonably be expected to have a Material Adverse Effect (collectively, "**Labor Actions**");

(g) *Appointment of Independent Director*. The decision to appoint a new director of the Borrower as an "Independent Director" for purposes of this Agreement, such notice to be issued not less than ten (10) days prior to the effective date of such appointment and shall certify that the designated Person satisfies the criteria set forth in the definition herein of "Independent Director"; and

(h) *ERISA.* The occurrence of any ERISA Event that, alone or together with any other ERISA Events could reasonably be expected to have a Material Adverse Effect.

Section 5.03. *Field Examinations and Audits*. The Borrower shall, and shall cause the Servicer to, at its or the Servicer's own reasonable expense (provided the Borrower or the Servicer shall only be required to pay for such visits twice a year so long as neither a Trigger Event nor a Termination Event shall have occurred and be continuing), during normal business hours, from time to time upon reasonable prior written notice as frequently as the Administrative Agent reasonably determines to be necessary: (i) provide the Lenders, the Administrative Agent and any of their respective officers, employees and agents access to its properties (including properties utilized in connection with the collection, processing or servicing of the Receivables), facilities, advisors and employees (including officers) and to the Collateral, (ii) permit the Lenders, the Administrative Agent and any of their respective officers, employees and agents to inspect, audit and make extracts from its books and records, including all Records (other than (a) information restricted by a customary third party confidentiality agreement and (b) other information (I) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or (II) that is subject to attorney client or similar privilege or constitutes attorney work-product), (iii) permit each of the Lenders and the Administrative Agent and their respective officers, employees and agents to inspect, review and evaluate the Receivables and the Collateral and (iv) permit each of the Lenders and the Administrative Agent and their respective officers, employees and agents to discuss matters relating to the Receivables or its performance under this Agreement or the other Transaction Documents or its affairs, finances and accounts with any of its officers, directors, employees, representatives or agents (in each case, with those Persons having knowledge of such matters). The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. The Borrower shall, and shall cause the Servicer to, and the Servicer shall, promptly following reasonable request by the Administrative Agent, deliver any document or instrument reasonably necessary for the Administrative Agent to obtain records from any service bureau or other Person that maintains records for the Borrower or the Servicer.

Section 5.04. *Compliance with Agreements and Applicable Laws*. The Borrower shall (a) perform each of its obligations under this Agreement and the other Transaction Documents and (b) comply in all material respects with all applicable laws, rules, regulations, orders writs, judgments, injunctions, decrees or awards to which it may be subject, except, where (i) the failure to so comply would not reasonably be expected to have a Material Adverse Effect or (ii) where the necessity of compliance therewith is contested in good faith by appropriate proceedings and, to the extent applicable, the Borrower shall have set aside on its books adequate reserves with respect thereto in accordance with GAAP.

Section 5.05. *Maintenance of Existence and Conduct of Business*. The Borrower shall: (a) do or cause to be done all things necessary to preserve and keep in full force and effect its legal existence and its rights and franchises material to the conduct of its business, except for such rights and franchises the failure to obtain any of which would not have a Material Adverse Effect; (b) continue to conduct its business substantially as now conducted or as otherwise permitted hereunder and in accordance in all material respects with the terms of its limited liability company agreement; and (c) keep and maintain all property material to the conduct of its business in good working order and condition (ordinary wear and tear and casualty and condemnation excepted), except in any case where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; and (d) (A) transact business only in the name of "YRCW Receivables LLC," or by the Servicer identifying itself as conducting business on behalf of "YRCW Receivables LLC" ; provided that the foregoing shall not prohibit any merger, amalgamation, consolidation, liquidation, dissolution or asset sale permitted under Transaction Documents.

Section 5.06. *Payment and Performance of Charges and other Obligations*.

(a) Subject to Section 5.06(b), the Borrower shall pay, perform and discharge or cause to be paid, performed and discharged promptly all material charges and claims payable by it that, if not paid, could reasonably be expected to result in a Material Adverse Effect, including (i) Charges imposed upon it, its income and profits, or any of its property (real, personal or mixed) and all Charges with respect to tax, social security and unemployment withholding with respect to its employees, and (ii) lawful claims for labor, materials, supplies and services or otherwise before any thereof shall become past due.

(b) The Borrower may in good faith contest, by appropriate proceedings, the validity or amount of any charges or claims described in Section 5.06(a); *provided*, that (i) adequate reserves with respect to such contest are maintained on the books of the Borrower, in accordance with GAAP and (ii) such contest is maintained and prosecuted in good faith.

Section 5.07. *Use of Proceeds*. The Borrower shall utilize the proceeds of the Loans made hereunder solely for (a) the purchase of Receivables from the Originators pursuant to the Sale Agreement, (b) the repayment of principal and interest on the Originator Subordinated Secured Notes to the extent not expressly prohibited under Section 6.09, (c) the payment of administrative fees or servicing fees or expenses to the Servicer or routine administrative or operating expenses, in each case only as expressly permitted by and in accordance with the terms of this Agreement and the other Transaction Documents and (d) other general corporate purposes.

Section 5.08. *Keeping and Marking of Records and Books*.

(a) The Borrower will, and will cause the Originators to, maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables (including, without limitation, records adequate to permit the immediate identification of each new Receivable and all Collections of and adjustments to each existing Receivable). The Borrower will, and will cause the Originators to, promptly give the Administrative Agent notice of any material change in the administrative and operating procedures referred to in the previous sentence.

(b) The Borrower will (i) on or prior to the date hereof, mark its master data processing records and other books and records relating to the Receivables with a legend, reasonably acceptable to the Administrative Agent, describing the Transferred Receivables and (ii) promptly following the request of the Administrative Agent: (A) mark each Invoice with a legend describing the Transferred Receivables and (B) deliver to the Administrative Agent all Invoices (including, without limitation, all multiple originals of any such Invoice) relating to the Receivables.

Section 5.09. *Compliance with Invoices and Credit and Collection Policy*. The Borrower will, and will cause the Originators to, timely and fully (a) perform and comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Invoices (other than bills of lading) related to the Receivables, and (b) comply in all material respects with any bills of lading included in the Invoices and with the Credit and Collection Policy.

Section 5.10. *Purchase of Receivables from an Originator*. With respect to each Receivable purchased under the Sale Agreement, the Borrower shall (or shall cause the applicable Originator to) take all actions necessary to vest legal and equitable title to such Receivable and the Related Security irrevocably in the Borrower, including, without limitation, the filing of all financing statements or other similar instruments or documents necessary under the UCC of all appropriate jurisdictions (or any comparable law) to perfect the Borrower’s interest in such Receivable and such other action to perfect, protect or more fully evidence the interest of the Borrower as the Administrative Agent may reasonably request.

Section 5.11. *Ownership Interest*. The Borrower shall take all necessary action to establish and maintain a valid and perfected first priority undivided percentage ownership interest in the Receivables and the Related Security and Collections with respect thereto, to the full extent contemplated herein, and shall take all necessary action to perfect, protect or more fully evidence the security interest of the Administrative Agent on behalf of the Lenders hereunder as the Administrative Agent may reasonably request.

Section 5.12. *Payment to the Applicable Originator*. With respect to each Receivable purchased by the Borrower from an Originator, such sale shall be effected under, and in strict compliance with the terms of, the Sale Agreement, including, without limitation, the terms relating to the amount and timing of payments to be made to the applicable Originator in respect of the purchase price for such Receivable.

Section 5.13. *Performance and Enforcement of Sale Agreement*. The Borrower shall timely perform in all material respects the obligations required to be performed by the Borrower, and shall enforce the rights and remedies accorded to the Borrower, under the Sale Agreement. The Borrower shall take all actions to perfect and enforce its rights and interests (and the rights and interests of the Administrative Agent, on behalf of the Lenders, as assignee of the Borrower) under the Sale Agreement as the Administrative Agent may from time to time reasonably request, including, without limitation, making claims to which it may be entitled under any indemnity, reimbursement or similar provision contained in the Sale Agreement.

Section 5.14. *Separateness Covenant*. The Borrower acknowledges that the Administrative Agent and the Lenders are entering into the transactions contemplated by this Agreement in reliance upon the Borrower's identity as a legal entity that is separate from each of the Originators, the Company and all Affiliates of any of them. Therefore, from and after the date of execution and delivery of this Agreement, the Borrower shall take all reasonable steps including, without limitation, all steps that the Administrative Agent may from time to time reasonably request to maintain the Borrower's identity as a separate legal entity and to make it manifest to third parties that the Borrower is an entity with assets and liabilities distinct from those of the Originators and any Affiliates thereof and not just a division of one of the Originators. Without limiting the generality of the foregoing and in addition to the other covenants set forth herein, the Borrower shall:

(a) conduct its own business in its own name and require that all full-time employees of the Borrower, if any, identify themselves as such and not as employees of an Originator (including, without limitation, by means of providing appropriate employees with business or identification cards identifying such employees as the Borrower's employees);

(b) compensate all employees, consultants and agents directly, from the Borrower's bank accounts, for services provided to the Borrower by such employees, consultants and agents and, to the extent any employee, consultant or agent of the Borrower is also an employee, consultant or agent of an Originator, allocate the compensation of such employee, consultant or agent between the Borrower and such Originator on a basis which reflects the services rendered to the Borrower and such Originator;

(c) clearly identify its offices (by signage or otherwise) as its offices and, if such office is located in the offices of an Originator, the Borrower shall lease such office at a fair market rent;

(d) have a separate telephone number, which will be answered only in its name and separate stationery, invoices and checks in its own name;

(e) conduct all transactions with each Originator strictly on an arm's-length basis, allocate all overhead expenses (including, without limitation, telephone and other utility charges) for items shared between the Borrower and such Originator on the basis of actual use to the extent practicable and, to the extent such allocation is not practicable, on a basis reasonably related to actual use;

(f) at all times have a Board of Directors that includes at least two (2) Independent Directors;

(g) observe all limited liability company formalities as a distinct entity, and ensure that all limited liability company actions relating to (i) the selection, maintenance or replacement of the Independent Directors, (ii) the dissolution or liquidation of the Borrower or (iii) the initiation of participation in, acquiescence in or consent to any bankruptcy, insolvency, reorganization or similar proceeding involving the Borrower, are, subject to its managing member's right to appoint Independent Directors, duly authorized by unanimous vote of its Board of Directors (including the Independent Directors);

(h) maintain the Borrower's books and records separate from those of the Originators and otherwise readily identifiable as its own assets rather than assets of an Originator;

(i) prepare its financial statements separately from those of the Originators and the Company and ensure that any consolidated financial statements of the Originators, the Company or any Affiliate thereof that include the Borrower and which are filed with the Securities and Exchange Commission or any other governmental agency have notes clearly stating that the Borrower is a separate corporate entity and that its assets will be available first and foremost to satisfy the claims of the creditors of the Borrower;

(j) except as herein specifically otherwise provided, not commingle funds or other assets of the Borrower with those of the Originators and not maintain bank accounts or other depository accounts to which any Originator is an account party, into which any Originator makes deposits or from which any Originator has the power to make withdrawals;

(k) pay its own expenses and debts out of its own funds, to the extent sufficient funds are lawfully available, and in any event, not permit any Originator to pay any of the Borrower's operating expenses (except pursuant to allocation arrangements that comply with the requirements of this Section 5.14 or to pay any debt of Borrower);

(l) not permit the Borrower to be named as an insured on the insurance policy covering the property of any Originator or enter into an agreement with the holder of such policy whereby in the event of a loss in connection with such property, proceeds are paid to the Borrower;

(m) take such other actions as are necessary on its part to ensure that the facts and assumptions set forth in the opinion issued by Kirkland & Ellis LLP, as counsel for the Borrower, in connection with the closing or initial Borrowing under this Agreement and relating to substantive consolidation issues, and in the certificates accompanying such opinion, remain true and correct in all material respects at all times; and

(n) maintain its certificate of formation in conformity with this Agreement, such that (i) it does not amend, restate, supplement or otherwise modify its Certificate of Formation or limited liability company agreement in any respect that would impair its ability to comply with the terms or provisions of any of the Transaction Documents, including, without limitation, this Section 5.14, and (ii) its certificate of formation, at all times that this Agreement is in effect, provides for (x) not less than ten (10) days' prior written notice to the Administrative Agent of the removal, replacement or appointment of any director that is to serve as an Independent Director for purposes of this Agreement and (y) the condition precedent to giving effect to such replacement or appointment that the Administrative Agent shall have determined in its reasonable judgment that the designated Person satisfies the criteria set forth in the definition herein of "Independent Director".

Section 5.15. *Collections*. Unless the Borrower is otherwise instructed at any time by the Administrative Agent, the Borrower shall instruct all Obligors, or cause the Originators to instruct, all Obligors to pay all Collections directly to a segregated lock-box or other Collection Account listed on Schedule 3, each of which is subject to a Collection Account Agreement. In the case of payments remitted to any such lock-box, the Borrower shall cause all proceeds from such lock-box to be deposited directly by a Collection Bank into a Collection Account listed on Schedule 3 (as amended from time to time in accordance with the terms hereof), which is subject to a Collection Account Agreement. The Borrower shall maintain exclusive dominion and control (subject to the terms of this Agreement, the Originator Subordinated Secured Notes and Originator Intercreditor Agreement) to each such Collection Account. In the case of any Collections received by the Borrower or any Originator, the Borrower shall remit (or shall cause such Originator to remit) such Collections to a Collection Account not later than the Business Day immediately following the date of receipt of such Collections, and, at all times prior to such remittance, the Borrower shall itself hold (or, if applicable, shall cause such Originator to hold) such Collections in trust, for the exclusive benefit of the Lenders and the Administrative Agent. In the case of any remittances received by the Borrower in any such Collection Account that shall have been identified, to the satisfaction of the Servicer, to not constitute Collections or other proceeds of the Receivables or the Related Security, the Borrower shall promptly remit such items to the Person identified to it as being the owner of such remittances. The Borrower agrees that, at any time after the occurrence and continuance of any Termination Event or a Trigger Event, the Administrative Agent shall have the right to exercise exclusive dominion and control of each lock-box and Collection Account; provided that, promptly following the cure of any such Termination Event or Trigger Event, the Administrative Agent shall instruct the applicable banks that the Borrower may have access to such Collection Account without further consent of the Administrative Agent. The Administrative Agent may at any time (whether in connection with delivery to any of the Collection Banks of a Collection Notice pursuant to Section 6.02 or otherwise), request that the Borrower, and the Borrower thereupon promptly shall and shall direct the Originators to, direct all Obligors on Receivables to remit all payments thereon to a new depositary account (the "**New Concentration Account**") specified by the Administrative Agent and, at all times thereafter the Borrower shall not deposit or otherwise credit, and shall not permit any Originator or any other Person to deposit or otherwise credit to the New Concentration Account any cash or payment item other than Collections. Alternatively, the Administrative Agent may request that the Borrower, and the Borrower thereupon promptly shall, direct all Persons then making remittances to any Collection Account listed on Schedule 3 (as amended from time to time in accordance with the terms hereof) which remittances are not payments on Receivables to deliver such remittances to a location other than an account listed on Schedule 3 (as amended from time to time in accordance with the terms hereof).

Section 5.16. *Minimum Net Worth*. The Borrower shall at all times maintain total assets which exceed its total liabilities by not less than the greater of (i) $12,000,000 and (ii) three percent (3.00%) of the aggregate Loans outstanding at any such time.

Section 5.17. *[Reserved]*.

Section 5.18. *Maintain Rating*. The Borrower shall use, and shall cause each Originator to use, commercially reasonable efforts to maintain a credit rating from S&P and Moody's.

Section 5.19. *Compliance with Environmental Laws*. Except, in each case, (i) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) where the necessity of compliance therewith is contested in good faith by appropriate proceedings and, to the extent applicable, the Borrower shall have set aside on its books adequate reserves with respect thereto in accordance with GAAP, the Borrower shall comply, and take all reasonable actions to cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and environmental permits; obtain and renew all environmental permits necessary for its operations and properties; and, in each case to the extent required by Environmental Laws, conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Hazardous Materials from any of its properties, in accordance with the requirements of all Environmental Laws.

Section 5.20. *USA PATRIOT Act*. The Borrower shall comply with all requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) and Trading with the Enemy Act and any other legislation or executive order relating thereto, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.21. *Office of Foreign Assets Control*. The Borrower shall not knowingly use the proceeds of the Loans or otherwise knowingly make available such proceeds to any Person, for the purpose of financing the activities of any Person (to its knowledge) currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**").

Section 5.22. *Further Assurances*. Promptly following reasonable request by the Administrative Agent or any Lender through the Administrative Agent, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Transaction Document or other document or instrument relating to any Collateral, in each case jointly identified by the Borrower and the Administrative Agent, and (ii) subject to any applicable limitations set forth in the Transaction Documents, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent or any Lender through the Administrative Agent, may reasonably require from time to time in order to carry out more effectively the purposes of the Transaction Documents.

Section 5.23. *Post-Closing Requirement*. Notwithstanding anything set forth herein to the contrary, the Borrower shall complete the tasks set forth below, in each case within the time limits specified below:

(a) Within twenty-one (21) days after the Effective Date (or such later date as agreed by the Administrative Agent in its reasonable discretion), provide evidence to the Administrative Agent reasonably satisfactory to it that each Collection Account has been established in the name of the Borrower.

(b) Within twenty-one (21) days after the Effective Date (or such later date as agreed by the Administrative Agent in its reasonable discretion), enter into and deliver to the Administrative Agent a Collection Account Agreement with respect to each Collection Account, duly executed by each party thereto.

ARTICLE 6
NEGATIVE COVENANTS

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any of the Transaction Documents have been paid in full (other than contingent obligations not due and owing), the Borrower covenant and agree with the Administrative Agent and each Lender that:

Section 6.01. *Name Change, Offices, Records and Books of Accounts*. The Borrower will not change its name, identity or corporate structure (within the meaning of Section 9-402(7) of any applicable enactment of the UCC) or relocate its chief executive office or any office where Records are kept unless it shall have: (a) given the Administrative Agent at least 30 days prior notice thereof (or such shorter notice as agreed by the Administrative Agent) and (b) delivered to the Administrative Agent all financing statements, instruments and other documents reasonably requested by the Administrative Agent in connection with such change or relocation.

Section 6.02. *Change in Payment Instructions to Obligors*. The Borrower will not add or terminate any bank as a Collection Bank from those listed in Schedule 3, or make any change in its instructions to Obligors regarding payments to be made to the Borrower or payments to be made to any lock-box, Collection Account or Collection Bank, unless either (x) directed to do so by the Administrative Agent in accordance with the terms of this Agreement or (y) the Administrative Agent shall have received, at least ten (10) Business Days before the proposed effective date therefor:

(a) written notice of such addition, termination or change, and

(b) with respect to the addition of a lock-box, Collection Account or Collection Bank, an executed account agreement and an executed Collection Account Agreement from such Collection Bank relating thereto;

provided, *however*, that the Borrower may make changes in instructions to Obligors regarding payments if (A) such new instructions require such Obligor to make payments to another existing lock-box or Collection Account that is subject to a Collection Account Agreement then in effect and (B) such new instructions are not contrary to the express written instructions of the Administrative Agent.

Section 6.03. *Modifications to Invoices and Credit and Collection Policy*. The Borrower will not make any change to the Credit and Collection Policy which would be reasonably likely to materially and adversely affect the collectability of any material portion of the Receivables or materially decrease the credit quality of any newly created Receivables. Except as provided in Article 11 or in the Sale Agreement, the Borrower and the Servicer, will not extend, amend or otherwise modify the terms of any Receivable or any Invoice related thereto other than in accordance with the Credit and Collection Policy.

Section 6.04. *Sales, Liens, etc*. The Borrower shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, or create or suffer to exist any Adverse Claim upon (including, without limitation, the filing of any financing statement) or with respect to any Receivable, Related Security or Collections, or upon or with respect to any Invoice under which any Receivable arises, or any lock-box or Collection Account or assign any right to receive income in respect thereof (other than, in each case, the creation of the interests therein in favor of the Administrative Agent and the Lenders provided for herein the other Permitted Encumbrances and other transactions permitted hereby), and the Borrower shall defend the security interest of the Administrative Agent and the Lenders in, to and under any of the foregoing property, against all claims of third parties claiming through or under the Borrower or any Originator (other than Permitted Encumbrances).

Section 6.05. *Nature of Business; Other Agreements; Other Indebtedness*. The Borrower shall not engage in any business or activity of any kind or enter into any transaction or indenture, mortgage, instrument, agreement, contract, lease or other undertaking other than the transactions contemplated and authorized by this Agreement and the Sale Agreement (including without limitations the transactions set forth in clauses (a) through (d) below). Without limiting the generality of the foregoing, the Borrower shall not create, incur, guarantee, assume or suffer to exist any indebtedness or other liabilities, whether direct or contingent, other than:

(a) as a result of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business,

(b) the incurrence of obligations under this Agreement,

(c) the incurrence of obligations, as expressly contemplated in the Sale Agreement (including incurrence of Originator Subordinated Secured Notes), to make payment to the applicable Originator thereunder for the purchase of Receivables from such Originator under the Sale Agreement, and

(d) the incurrence of operating expenses in the ordinary course of business of the type otherwise contemplated in Section 5.14 of this Agreement.

In the event the Borrower shall at any time incur any borrowings under an Originator Subordinated Secured Note under the Sale Agreement, the obligations of the Borrower in connection therewith shall be subordinated to the obligations of the Borrower to the Lenders and the Administrative Agent under this Agreement, on such terms as shall be reasonably satisfactory to the Administrative Agent and the junior liens granted in respect thereof shall be subject to the Originator Intercreditor Agreement. The Borrower shall not pay any debt or expense of any Originator and shall not hold itself or its credit out as being available to pay, and shall not guarantee or secure with the Borrower's assets the payment of, any debt or expense of any Originator.

Section 6.06. *Amendments to Performance Undertaking and Sale Agreement*. The Borrower shall not, without the prior written consent of the Administrative Agent:

(a) cancel or terminate the Performance Undertaking or the Sale Agreement,

(b) give any consent to or waiver of (or take any action having the same effect on) any provision of the Performance Undertaking or the Sale Agreement,

(c) waive any default, action, omission or breach under the Performance Undertaking or the Sale Agreement, or otherwise grant any indulgence thereunder, or

(d) amend, supplement or otherwise modify any of the terms of the Performance Undertaking or the Sale Agreement.

Section 6.07. *Amendments to Organizational Documents*. The Borrower shall not amend its certificate of formation or limited liability company agreement in any respect that would materially impair its ability to comply with the terms or provisions of any of the Transaction Documents, including, without limitation, Section 5.14 of this Agreement.

Section 6.08. *Merger*. The Borrower shall not merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions, and except as otherwise contemplated herein) all or substantially all of its assets (whether now owned or hereafter acquired) to, or acquire all or substantially all of the assets of, any Person.

Section 6.09. *Restricted Junior Payments*. The Borrower shall not make any Restricted Junior Payment if a Termination Event (or, to the best of the Borrower's knowledge, an Incipient Termination Event) exists or would result therefrom.

Section 6.10. *ERISA*. Except for events that are not reasonably likely to result in a Material Adverse Effect, the Borrower shall not, and shall not cause or permit any of its ERISA Affiliates to, cause or permit to occur an event that (a) could reasonably be expected to result in the imposition of a lien on any Receivable or Related Security or Collections with respect thereto under Section 412 of the IRC or Section 302 or 4068 of ERISA, or (b) could reasonably be expected to result in the incurrence by Borrower of any liabilities under Title IV of ERISA (other than (x) premium payments arising in the ordinary course of business and (y) liabilities arising under Section 4041(b) of ERISA).

Section 6.11. *Sale Characterization*. The Borrower shall not make statements or disclosures, prepare any financial statements or in any other respect account for or treat the transactions contemplated by the Sale Agreement (including for accounting and reporting purposes, but not for tax purposes) in any manner other than with respect to each sale of each Receivable effected pursuant to the Sale Agreement, as a true sale and absolute assignment of the title to and sole record and beneficial ownership interest of such Receivable or Related Security or Collections with respect thereto by the Originators to the Borrower.

Section 6.12. *Commingling*. The Borrower shall not deposit or permit the deposit of any funds that do not constitute Collections of Receivables into any Collection Account, except as otherwise contemplated under Section 4.02(h) of the Sale Agreement. If funds that are not Collections are deposited into a Collection Account, the Borrower shall, or shall cause the Servicer to notify the Administrative Agent in writing promptly upon discovery thereof, and, the Administrative Agent shall promptly remit (or direct the applicable Collection Account Bank to remit) any such amounts that are not Collections to the applicable Originator or other Person designated in such notice.

ARTICLE 7
TERMINATION EVENTS

If any of the following events ("**Termination Events**") shall occur:

(a) the Borrower or any other Transaction Party shall fail (i) to make when due any payment of principal required hereunder or any other Transaction Document or (ii) to make when due any payment of interest, fees or other amounts required hereunder and such failure continues for three (3) Business Days;

(b) any Transaction Party shall fail to perform or observe any term, covenant or agreement (i) set forth in Article 6 hereunder, (ii) set forth in Section 5.01(e), (f) and (g) or Section 5.02(a) and such failure shall remain unremedied for five (5) Business Days following the earlier to occur of (A) written notice thereof by the Administrative Agent to the Servicer or the Borrower, as applicable, or (B) the Servicer's or the Borrower's actual knowledge of such failure or (iii) otherwise set forth in the Transaction Documents (other than as referred to clauses (i) and (ii) of this paragraph (b) or otherwise in this Article 7) and such failure shall remain unremedied for ten (10) Business Days following the earlier to occur of (A) written notice thereof by the Administrative Agent to the Servicer or the Borrower, as applicable, or (B) the Servicer's or the Borrower's actual knowledge of such failure;

(c) any representation, warranty, certification or statement made by any Transaction Party in this Agreement, any other Transaction Document or in any other document delivered pursuant hereto shall prove to have been incorrect in any material respect when made or deemed made;

(d) (i) any Transaction Party shall generally not pay its debts as such debts become due or shall admit in writing its inability to pay its debts generally or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against such Transaction Party seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors,

or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for a substantial part of its property (and in the case of an involuntary proceeding, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered), or (ii) any Transaction Party shall take any corporate action to authorize any of the actions set forth in clause (i) above in this subsection (d);

(e) As at the end of any Calculation Period:

(i) the average of the Delinquency Ratios for each of the three consecutive Calculation Periods then most recently ended shall exceed 3.50% at any time;

(ii) the average of the Dilution Ratios for each of the three consecutive Calculation Periods then most recently ended shall exceed 12.00% at any time; or

(iii) the average of the Default Ratios for each of the three consecutive Calculation Periods then most recently ended shall exceed 3.50% at any time;

(f) any Originator shall for any reason cease to transfer, or cease to have the legal capacity or otherwise be incapable of transferring, Receivables to the Borrower, as purchaser under the Sale Agreement, or any "Servicer Event of Default" or "Potential Servicer Event of Default" shall occur under the Sale Agreement;

(g) a Change in Control shall occur;

(h) the Performance Undertaking shall cease to be effective (other than in accordance with its terms) or to be the legally valid, binding and enforceable obligation of Performance Guarantor, or Performance Guarantor shall contest in any proceeding in any court or any mediation or arbitral proceeding such effectiveness, validity, binding nature or enforceability of its obligations thereunder;

(i) one or more final judgments shall be entered against any Originator, the Performance Guarantor or any of its subsidiaries for the payment of money in the aggregate amount of $10,000,000 or more, or the equivalent thereof in another currency, on claims not covered by insurance or as to which the insurance carrier has denied its responsibility, and such judgment shall continue unsatisfied and in effect for thirty (30) consecutive days without a stay of execution or bond to secure appeal;

(j) any Transaction Party shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable;

(k) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; *provided* that this clause (k) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness; *provided, further*, for the avoidance of doubt, the existence of any right or option of any holder of any convertible Indebtedness to convert any Indebtedness represented thereby into equity interests of the Company and/or any cash settlement (including in respect of fractional shares) in connection with such conversion or the conversion of such Indebtedness shall not constitute a Termination Event under this clause (k);

(l) [Reserved];

(m) an ERISA Event shall have occurred that, in the reasonable opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(n) the security interest granted pursuant to Article 10 shall for any reason fail to create a valid and perfected first priority security interest in any Collateral purported to be covered thereby (other than any immaterial portion of the Collateral), except as permitted by the terms of this Agreement, or this Agreement shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Transaction Document; *provided* that no Event of Default shall occur under this clause (n) as a result of any loss of perfection or priority caused by the failure of the Administrative Agent to file UCC continuation statements;

(o) any material provision of any of the Transaction Documents for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Transaction Party shall challenge the enforceability of any of the Transaction Documents or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Transaction Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms);

(p) [Reserved];

(q) an Availability Shortfall exists at any time and the Borrower has not repaid or cash collateralized the amount of such Availability Shortfall within one Business Day of written notice in accordance with Section 2.08;

(r) Consolidated EBITDA of the Company and its subsidiaries for any four consecutive fiscal quarter period ending on the date set forth below is less than the amount set forth opposite such period:

Four Consecutive Fiscal Quarter Period Ending	Minimum Consolidated EBITDA	
September 30, 2011	$	125,000,000
December 31, 2011	$	125,000,000
March 31, 2012	$	160,000,000
June 30, 2012	$	160,000,000
September 30, 2012	$	210,000,000
December 31, 2012	$	250,000,000
March 31, 2013	$	275,000,000
June 30, 2013	$	325,000,000
September 30, 2013	$	370,000,000
December 31, 2013	$	415,000,000
March 31, 2014	$	450,000,000
June 30, 2014	$	475,000,000
September 30, 2014	$	495,000,000
December 31, 2014	$	495,000,000

(s) the aggregate amount of Capital Expenditures of the Company and its subsidiaries on a consolidated basis during any period set forth below exceeds the amount set forth opposite such period:

Period	Maximum Capital Expenditures	
For the two consecutive fiscal quarters ending December 31, 2011	$	90,000,000
For the four consecutive fiscal quarters ending December 31, 2012	$	200,000,000
For the four consecutive fiscal quarters ending December 31, 2013	$	250,000,000
For the four consecutive fiscal quarters ending December 31, 2014	$	355,000,000

; *provided* that:

(i) the amount of “Maximum Capital Expenditures” set forth in the table above in respect of any “Period” in such table (a “**Period**”) shall be decreased by the aggregate amount of Indebtedness incurred by the Company or any subsidiary of the Company in reliance on Section 6.01(e) of the YRCW Amended Term Loan during such Period;

(ii) notwithstanding anything to the contrary contained above, to the extent that the aggregate amount of Capital Expenditures made by the Company and its subsidiaries (plus the aggregate amount of Indebtedness incurred as described in the foregoing clause (i)) in any Period that reduced the amount of Capital Expenditures that could be made in such Period pursuant to the table above (but disregarding any Capital Expenditures made in reliance on any Rollover Amount utilized during such year) is less than the maximum amount set forth in the table above, fifty percent (50%) of the amount of such difference (the “**Rollover Amount**”) may be carried forward and used to make Capital Expenditures in the immediately succeeding fiscal year (with such Rollover Amount deemed utilized first in such succeeding fiscal year); and

(iii) in addition to the Capital Expenditures permitted pursuant to the preceding paragraphs of this clause (s), the Company and its subsidiaries may make additional Capital Expenditures at any time in an amount not to exceed the portion, if any, of the Available Basket Amount (as defined in the YRCW Amended Term Loan) on the date of such Capital Expenditure that the Company elects to apply to this clause (s), so long as no Termination Event has occurred and is continuing or would result therefrom;

(t) unrestricted cash and Cash Equivalents of the Company and its subsidiaries on a consolidated basis is less than $50,000,000; and

(u) (i) the Company fails to maintain the Escrow Accounts in accordance with the Escrow Agreements (including without limitation, the failure to draw funds from the Escrow Accounts at any time when the relevant conditions for release of such funds have been satisfied), (ii) any Escrow Amount is released from the applicable Escrow Account (other than in accordance with the terms of the applicable Escrow Agreement) and (iii) any Lien (other than any Permitted Encumbrance of the type described in clauses (a), (b), (c), (d), (e) (other than any such liens in favor of the holders of Specified Debt) and (i) of the definition of Permitted Encumbrance) attaches to any Escrow Amount or any Escrow Account;

then, and in every such event (other than an event with respect to the Borrower described in clause (c) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the

Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower to the extent permitted by applicable law; and in case of any event with respect to the Borrower described in clause (c) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower to the extent permitted by applicable law. Upon the occurrence and the continuance of a Termination Event, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Transaction Documents or at law or equity, including all remedies provided under the UCC.

ARTICLE 8
THE ADMINISTRATIVE AGENT

Each of the Lenders hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Transaction Documents (including, without limitation, the Standstill Agreement and the Originator Intercreditor Agreement), and to exercise such powers as are delegated to the Administrative Agent by the terms of the Transaction Documents (including, without limitation, the filing of UCC financing statements and entry into account control agreements, in each case in respect of the Collateral), together with such actions and powers as are reasonably incidental and related thereto.

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Transaction Parties or any Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Transaction Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether an Incipient

Termination Event or a Termination Event has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Transaction Documents or that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (c) except as expressly set forth in the Transaction Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Transaction Party that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Termination Event or Incipient Termination Event unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Transaction Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Transaction Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Transaction Document, (iv) the validity, enforceability, effectiveness or genuineness of any Transaction Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article 4 or elsewhere in any Transaction Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it in good faith to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it in good faith to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Borrower (not to be unreasonably withheld, delayed or conditioned) absent the continuance of an Event of Default, to appoint a successor. If no successor shall have been so appointed by the Required Lenders (with the consent of the Borrower, as applicable) and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a commercial bank or an Affiliate of any such commercial bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article, Section 2.14(d) and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Transaction Document or related agreement or any document furnished hereunder or thereunder.

Each Lender hereby agrees that (a) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (b) the Administrative Agent (i) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (ii) shall not be liable for any information contained in any Report; (c) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Borrower and will rely significantly upon the Transaction Parties' books and records, as well as on representations of the Transaction Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (d) it will keep all Reports confidential and strictly for its internal use, not share the Report with any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorney fees) incurred by as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

ARTICLE 9
MISCELLANEOUS

Section 9.01. *Notices*. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Transaction Party, to the Borrower at:

YRCW Receivables LLC
10990 Roe Avenue
Overland Park, KS 66211
Attention: President
Phone: (913) 696-6171
Facsimile: (913) 266-6587)
with a copy to: Chief Financial Officer
Phone: (913) 344-5207
Facsimile: (913) 266-4082)

(ii) if to the Administrative Agent, to JPMorgan Chase Bank, N.A. at:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 23rd Floor
New York, New York 10179
Attention: Bruce S. Borden
Phone: (212) 270-5799
Facsimile: (212) 622-4557

(iii) if to any other Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or (ii) sent by facsimile shall be deemed to have been given when sent, *provided* that if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Article 2 or to compliance and no Termination Event certificates delivered pursuant to Section 5.02(a) unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower (on behalf of the Transaction Parties) may, in its reasonable discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 9.02. *Waivers; Amendments*. (a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Transaction Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under any other Transaction Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Transaction Document or consent to any departure by any Transaction Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Incipient Termination Event, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Incipient Termination Event at the time.

(b) Neither this Agreement nor any other Transaction Document nor any provision hereof or thereof may be waived, amended or modified except (x) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders, or (y) in the case of any other Transaction Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Transaction Party or Transaction Parties that are parties thereto, with the consent of the Required Lenders; *provided* that (i) the consent of each Lender directly adversely affected thereby shall be required to (A) increase the Commitment of any Lender, (B) reduce or forgive the principal amount of any Loan or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder (*provided* that waivers of Incipient Termination Events or Termination Events or waivers of default interest shall not be deemed to be reductions in the rate of interest or any fee under the Transaction Documents), (C) postpone any scheduled date of payment of the principal amount of any Loan, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment (other than any mandatory prepayments), or (D) change Section 2.15(b) or (d) in a manner that would alter the manner in which payments are shared, (ii) except as provided in clause (d) of this Section, the consent of each Lender shall be required to (A) change any of the provisions of this Section or the definition of “Required Lenders” or any other provision of any Transaction Document to reduce the number or percentage of Lenders stated therein required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, (B) except as otherwise expressly permitted in any Transaction Document, release any of the Collateral and (C) change Section 2.17, and (iii) the consent of the Supermajority Term A Lenders and the Supermajority Term B Lenders shall be required (A) to amend

the definition of “Borrowing Base” and any other defined terms used in such definition, in a manner materially adverse to the interests of the Lenders or in a manner that would make more credit available to the Borrower and (B) to replace the Company as servicer (other than in accordance with Section 11.01(a)); *provided further* that no such agreement shall amend, modify or otherwise adversely affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent, as the case may be (it being understood that any change to Section 2.17 shall require the consent of the Administrative Agent). The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.04. In addition, Schedule 2 may be amended in accordance with Section 3.01(k) and Schedule 3 may be amended in accordance with Section 4.02(b) of the Sale Agreement.

(c) The Lenders hereby irrevocably authorize the Administrative Agent, to release any Liens granted to the Administrative Agent by the Borrower on any Collateral (i) upon the termination of the all Commitments, payment and satisfaction in full in cash of all Obligations (other than Unliquidated Obligations), (ii) constituting property being sold or disposed of if the Borrower disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), or (iii) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article 7. Except as provided in the preceding sentence, the Administrative Agent will not release any Liens on Collateral without the prior written authorization of each Lender. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Borrower in respect of) all interests retained by the Borrower, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender”, “each Lender directly adversely affected thereby”, “Supermajority Term A Lenders” or “Supermajority Term B Lenders”, the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “**Non-Consenting Lender**”), then the Borrower may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, *provided* that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be

terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, and (ii) the Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.12 and 2.14, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.13 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

Section 9.03. *Expenses; Indemnity; Damage Waiver*. (a) The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Initial Lenders and their respective Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and the Initial Lenders (limited in the case of counsel to the reasonable and documented out-of-pocket fees, disbursements and other charges of one primary counsel for the Administrative Agent, one primary counsel for the Initial Lenders and one local counsel in each material jurisdiction), in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the Facilities provided for herein, the preparation and administration of the Transaction Documents or any amendments, modifications or waivers of the provisions of the Transaction Documents (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all reasonable out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the fees, charges and disbursements of any counsel for the Administrative Agent and the Lenders (limited to the fees, disbursements and other charges of one primary counsel for the Administrative Agent and all of the Lenders, one primary counsel for the Initial Lenders, one local counsel in each material jurisdiction and any conflicts counsel), in connection with the enforcement, collection or protection of its rights in connection with the Transaction Documents, including its rights under this Section, or in connection with the Loans made hereunder, including all such reasonable out-of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans. Expenses being reimbursed by the Borrower under this Section include, without limiting the generality of the foregoing but subject to the limitations set forth in Section 5.03, reasonable and documented out-of-pocket costs and expenses incurred in connection with:

(i) appraisals and insurance reviews; and

(ii) field examinations and the preparation of Reports.

(b) The Borrower shall indemnify the Administrative Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Transaction Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower, or any Environmental Liability related in any way to the Borrower, (iv) the failure of the Borrower to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by the Borrower for Taxes pursuant to Section 2.14, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (A) the gross negligence, bad faith or willful misconduct of or any material breach of the Transaction Documents by such Indemnitee (or any of its Related Parties) or (B) a dispute solely among Indemnitees (other than claims against the Administrative Agent solely in such capacity).

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent in its capacity as such.

(d) Subject to Section 9.03(a), to the extent permitted by applicable law, no party hereto shall assert, and each hereby waives, any claim against any Indemnitee or other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable promptly after written demand therefor (including documentation reasonably supporting such request).

Section 9.04. *Successors and Assigns*. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b) (ii) below, any Lender may assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of the Administrative Agent, *provided* that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Loan or Commitment to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender’s Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000, in the case of a Term A Commitment or, in the case of a Term A Loan or Term B Loan, $1,000,000, unless each of the Borrower and the Administrative Agent otherwise consent, *provided* that no such consent of the Borrower shall be required if a Termination Event has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement, *provided* that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender’s rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Transaction Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws; and

(E) on or before the date on which it becomes a party to this Credit Agreement, the Assignee shall deliver to the Borrower and the Administrative Agent the forms or certifications, as applicable, described in Section 2.14, to the extent required thereby.

For the purposes of this Section 9.04(b), the term "**Approved Fund**" has the following meaning:

"**Approved Fund**" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (1) a Lender, (2) an Affiliate of a Lender or (3) an entity or an Affiliate of an entity that administers or manages a Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a

party hereto but shall continue to be entitled to the benefits of Sections 2.12, 2.13, 2.14 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest proof, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; *provided* that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.04(b), 2.15(d) or 9.03(c), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph. Notwithstanding anything to the contrary contained in this Agreement, the Loans and Commitments are intended to be treated as registered obligations for tax purposes and the right, title and interest of the Lenders in and to such Loans and Commitments shall be transferable only in accordance with the terms hereof. This Section 9.04(b)(iv) shall be construed so that the Loans and Commitments are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, *provided* such Participant agrees to be subject to Section 2.15(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.12 or 2.14 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.14 unless and such Participant agrees, for the benefit of the Borrower, to comply with Section 2.14(f) as though it were a Lender.

(iii) Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Commitments, Loans or other Obligations under this Agreement ("**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or other Obligations under any this Agreement) except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other Obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in a Participant Register shall be conclusive absent manifest

error, and the relevant Lender shall treat each person whose name is recorded in the Participant Register as the owner of the relevant participation for all purposes of this Agreement, notwithstanding any notice to the contrary.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 9.05. *Survival*. All covenants, agreements, representations and warranties made by the Transaction Parties in the Transaction Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Transaction Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Transaction Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid (other than contingent obligations not due and owing) and so long as the Commitments have not expired or terminated. The provisions of Sections 2.12, 2.13, 2.14 and 9.03 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

Section 9.06. *Counterparts; Integration; Effectiveness*. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Transaction Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.07. *Severability*. Any provision of any Transaction Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.08. *Right of Setoff*. If a Termination Event shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower against any of and all the Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Transaction Documents and although such obligations may be unmatured. The applicable Lender shall notify the Borrower and the Administrative Agent of such set-off or application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

Section 9.09. *Governing Law; Jurisdiction; Consent to Service of Process*. (a) The Transaction Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any U.S. Federal or New York State court sitting in the Manhattan Borough of New York, New York in any action or proceeding arising out of or relating to any Transaction Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Transaction Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Transaction Document against any Transaction Party or its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Transaction Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Transaction Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.10. *Waiver of Jury Trial*. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.11. *Headings*. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.12. *Confidentiality*. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates’ directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure

is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential) in connection with the Transactions, (b) to the extent requested by any regulatory authority, (c) to the extent required by Requirement of Law or by any subpoena or similar legal process (with, to the extent permitted by applicable law, prompt notice thereof to the Borrower), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Transaction Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the prior consent of the Borrower, or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or other confidentiality obligations owed to the Borrower or its Affiliates or (ii) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than the Borrower which is not subject to a confidentiality obligation owed to the Borrower or its Affiliates. For the purposes of this Section, "**Information**" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent (in such capacity) or any Lender (in such capacity) on a nonconfidential basis prior to disclosure by the Borrower; provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 9.13. *Several Obligations; Nonreliance; Violation of Law*. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any Requirement of Law.

Section 9.14. *USA PATRIOT Act*. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Act**") hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

Section 9.15. *Disclosure*. The Borrower and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with the Borrower and its Affiliates.

Section 9.16. *Appointment for Perfection*. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

Section 9.17. *Interest Rate Limitation*. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

ARTICLE 10
GRANT OF SECURITY INTERESTS

Section 10.01. *Grant of Security Interest*. To secure the prompt and complete payment and performance of all Obligations, and to induce the Administrative Agent and the Lenders to enter into this Agreement and perform the obligations required to be performed by them hereunder in accordance with the terms and conditions hereof and subject to the Permitted Encumbrances, the Borrower hereby grants, pledges and hypothecates to the Administrative Agent, for the benefit of the Lenders, a Lien upon and security interest in all of the

Borrower's right, title and interest in, to and under, the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Borrower (including under any trade names, styles or derivations of the Borrower), and regardless of where located (all of which being hereinafter collectively referred to as the "**Collateral**"):

(a) all Receivables;

(b) all Related Security;

(c) all of the following (collectively, the "**Account Collateral**"):

(i) the Collection Accounts, the Facility Account, the lockboxes, and all funds on deposit therein and all certificates and instruments, if any, from time to time representing or evidencing the Collection Accounts, the lockboxes or such funds,

(ii) all notes, certificates of deposit and other instruments from time to time delivered to or otherwise possessed by the Administrative Agent, any Lender or any assignee or agent on behalf of the Administrative Agent, any Lender in substitution for or in addition to any of the then existing Account Collateral, and

(iii) all interest, dividends, cash, instruments, investment property and other property from time to time received, receivable or otherwise distributed with respect to or in exchange for any and all of the then existing Account Collateral;

(d) all other property relating to the Receivables that may from time to time hereafter be granted and pledged by the Borrower under this Agreement or another Transaction Document, including any deposit with any Lender or the Administrative Agent of additional funds by the Borrower;

(e) all general intangibles (as defined in the UCC); and

(f) to the extent not otherwise included, all proceeds (as defined in the UCC) and products (as defined in the UCC) of the foregoing and all accessions to, substitutions and replacements for, and profits of, each of the foregoing Collateral (including proceeds that constitute property of the types described in Sections 10.01(a) through (e)).

Section 10.02. *Borrower's Agreements*. The Borrower hereby collaterally assigns and pledges it rights under the Sale Agreement to the Administrative Agent for the benefit of the Administrative Agent and the Lenders hereunder; *provided* that each of the Lenders and the Administrative Agent shall not exercise and enforce its rights under this Section 10.02 unless and until the occurrence of and during the continuance of Termination Event.

Section 10.03. *Delivery of Collateral*. All certificates or instruments representing or evidencing all or any portion of the Collateral shall be delivered to and held by or on behalf of the Administrative Agent promptly following receipt thereof and shall be in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Administrative Agent. The Administrative Agent shall have the right (a) at any time to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations and (b) at any time in its reasonable discretion following the occurrence and during the continuation of a Termination Event and without notice to the Borrower, to transfer to or to register in the name of the Administrative Agent or its nominee any or all of the Collateral.

Section 10.04. *Borrower Remains Liable*. It is expressly agreed by the Borrower that, anything herein to the contrary notwithstanding, the Borrower shall remain liable under any and all of the Transferred Receivables, the Invoices therefor and any other agreements constituting the Collateral to which it is a party to observe and perform all the conditions and obligations to be observed and performed by it thereunder unless and until the Administrative Agent expressly assumes such liability. Unless expressly assumed, the Lenders and the Administrative Agent shall not have any obligation or liability under any such Receivables, Invoices or agreements by reason of or arising out of this Agreement or the granting herein or therein of a Lien thereon or the receipt by the Administrative Agent or the Lenders of any payment relating thereto pursuant hereto or thereto. The exercise by any Lender or the Administrative Agent of any of its respective rights under this Agreement shall not release any Originator, the Borrower or the Servicer from any of their respective duties or obligations under any such Receivables, Invoices or agreements. None of the Lenders or the Administrative Agent shall be required or obligated in any manner to perform or fulfill any of the obligations of any Originator, the Borrower or the Servicer under or pursuant to any such Receivable, Invoice or agreement, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such Receivable, Invoice or agreement, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

ARTICLE 11
ADMINISTRATION AND COLLECTION

Section 11.01. *Designation of Servicer*. (a) The servicing, administration and collection of the Receivables shall be conducted by such Person (the "**Servicer**") so designated from time to time in accordance with this Section 11.01. The Company is hereby designated as, and hereby agrees to perform the duties and obligations of, the Servicer pursuant to the terms of this Agreement and the Sale Agreement. Following the occurrence and during the continuance of a Servicer Event of Default, the Administrative Agent may designate as Servicer any Person to succeed the Company or any successor Servicer. In addition, the Servicer may be replaced with the consent of the Borrower, the Supermajority Term A Lenders and the Supermajority Term B Lenders in accordance with Section 9.02(b).

(b) The Company is permitted to delegate, and the Company hereby advises the Lenders and the Administrative Agent that it has delegated, to each of the Originators, as subservicers of the Servicer, certain of its duties and responsibilities as Servicer hereunder in respect of the Transferred Receivables. Notwithstanding the foregoing, (i) for so long as the Company is Servicer, the Company shall be and remains primarily liable to the Administrative Agent and the Lenders for the full and prompt performance of all duties and responsibilities of the Servicer hereunder and (ii) for so long as the Company is Servicer, the Administrative Agent and the Lenders shall be entitled to deal exclusively with the Company in matters relating to the discharge by the Servicer of its duties and responsibilities hereunder, and the Administrative Agent and the Lenders shall not be required to give notice, demand or other communication to any Person other than the Company in order for communication to the Servicer and its subservicer or other delegate in respect thereof to be accomplished. The Company, at all times that it is the Servicer, shall be responsible for providing its subservicer or other delegate with any notice given under this Agreement.

(c) Without the prior written consent of the Administrative Agent, (i) the Company shall not be permitted to delegate any of its duties or responsibilities as Servicer to any Person other than each Originator, and then such delegation shall be limited to the activities of Servicer hereunder as the same may relate to the Receivables originated by such Originator, and (ii) no Originator shall be permitted to further delegate to any other Person any of the duties or responsibilities of the Servicer delegated to it by the Company. If following the occurrence and during the continuance of an Servicer Event of Default, the Administrative Agent shall designate as Servicer any Person other than the Company, all duties and responsibilities theretofore delegated by the Company to the Originators may, at the discretion of the Administrative Agent, be terminated forthwith on written notice given by the Administrative Agent to the Company.

Section 11.02. *Duties of Servicer*. (a) Subject to the provisions of this Agreement and the Sale Agreement, the Servicer shall conduct the servicing, administration and collection of the Transferred Receivables and shall take, or cause to be taken, all reasonable actions that (i) it determines in good faith may be necessary or advisable to service, administer and collect each Transferred Receivable from time to time, and (ii) are consistent with the Credit and Collection Policies and industry practice for the servicing of accounts receivable similar to such Transferred Receivables.

(b) In addition to the foregoing, the Servicer shall be responsible for the following:

(i) preparation and delivery on behalf of the Borrower of all borrowing requests, repayment notices, Borrowing Base Certificates, Monthly Reports, Weekly Reports and Daily Reports required to be delivered under this Agreement; and

(ii) establishment, maintenance and administration of the Collection Accounts.

(c) The Servicer, may, in accordance with the Credit and Collection Policy, extend the maturity of any Receivable or adjust the Outstanding Balance of any Receivable as the Servicer may determine to be appropriate to maximize Collections thereof; *provided, however,* that such extension or adjustment shall not alter the status of such Receivable as a Delinquent Receivable or Defaulted Receivable or limit the rights of the Administrative Agent or the Lenders under this Agreement. Notwithstanding anything to the contrary contained herein, from and after the occurrence and during the continuation of a Termination Event, the Administrative Agent shall have the absolute and unlimited right to direct the Servicer to commence or settle any legal action with respect to any Receivable or to foreclose upon or repossess any Related Security.

Section 11.03. *Collections on Receivables*. (a) In the event that the Servicer is unable to determine the specific Transferred Receivables on which Collections have been received from the Obligor thereunder, the parties agree that such Collections shall be deemed to have been received on such Receivables in the order in which they were originated with respect to such Obligor. In addition, if (i) an Obligor is an obligor on Transferred Receivables and any other Receivables or indebtedness owed to any Originator or any of its respective Affiliates and (ii) the Servicer is unable to determine the specific Receivables or other indebtedness on which Collections have been received from the Obligor thereunder, then, unless otherwise required by applicable law, Collections on such Transferred Receivables or other Receivables or indebtedness shall be treated first, as a Collection of any Transferred Receivables of such Obligor, in the order in which they were originated, before being applied to any other Receivables or

other indebtedness of such Obligor. In the event that the Servicer is unable to determine the specific Transferred Receivables on which discounts, offsets or other non-cash reductions have been granted or made with respect to the Obligor thereunder, the parties agree for purposes of this Agreement only that such reductions shall be deemed to have been granted or made (x) prior to a Termination Event, on such Receivables as reasonably determined by the Servicer, and (y) from and after the continuance of a Termination Event, in the reverse order in which they were originated with respect to such Obligor.

(b) If the Servicer determines that amounts unrelated to the Transferred Receivables (the "**Unrelated Amounts**") have been deposited in any Collection Account, then the Servicer shall provide written evidence thereof to each of the Borrower and the Administrative Agent no later than three Business Days following the day on which the Servicer had actual knowledge thereof, which evidence, upon such notice, the Servicer may withdraw such amount from such Collection Account for its own account.

(c) *Authorization of the Servicer*. The Borrower hereby authorizes the Servicer to take any and all reasonable steps in its name and on its behalf necessary or desirable and not inconsistent with the rights of the Borrower hereunder and under the Sale Agreement, in the determination of the Servicer, to (x) collect all amounts due under any Transferred Receivable, including endorsing the applicable name on checks and other instruments representing Collections on such Receivable, and executing and delivering any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments with respect to any such Receivable and (y) after any Transferred Receivable becomes a Defaulted Receivable and to the extent permitted under and in compliance with applicable law and regulations, commence proceedings with respect to the enforcement of payment of any such Receivable and the Invoice therefor and to adjust, settle or compromise any payments due thereunder, in each case to the same extent as the applicable Originator could have done if it had continued to own such Receivable, subject to the limitations set forth in Section 6.03. The Borrower shall furnish the Servicer with any powers of attorney and other documents necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties hereunder. Notwithstanding anything to the contrary contained herein, the Borrower shall have the absolute and unlimited right to direct the Servicer (at the Servicer's expense) (i) to commence or settle any legal action to enforce collection of any Transferred Receivable or (ii) to foreclose upon, repossess or take any other action that Borrower deems necessary or advisable with respect thereto. In no event shall the Servicer be entitled to make the Borrower, the Administrative Agent or any Lender a party to any litigation without such Person's express prior written consent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

YRCW RECEIVABLES LLC

By: ______________________________
Name:
Title:

SERVICER:

YRC WORLDWIDE INC.

By: ______________________________
Name:
Title:

[Signature Page – Credit Agreement]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: ______________________________

Name:

Title:

[Signature Page – Credit Agreement]

[LENDER]

By: ______________________________
Name:
Title:

[If a second signature is required:]

By: ______________________________
Name:
Title:

Exhibit 10.6

Execution Version

AMENDED AND RESTATED CONTRIBUTION DEFERRAL AGREEMENT

effective as of July 22, 2011

by and among

YRC INC.,
USF HOLLAND, INC.,
NEW PENN MOTOR EXPRESS, INC.,
USF REDDAWAY INC.,

and

the TRUSTEES for the
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

and the other Funds (as defined herein) on the signature pages hereto

and

WILMINGTON TRUST COMPANY,
as Agent

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AMENDED AND RESTATED CONTRIBUTION DEFERRAL AGREEMENT

This Amended and Restated Contribution Deferral Agreement (as amended, modified or supplemented from time to time, this "Agreement"), effective as of July 22, 2011, 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) the TRUSTEES for the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND (the "CS Pension Fund"), and each other pension fund listed on the signature pages hereto (each of the CS Pension Fund and such other pension funds a "Fund", and collectively, the "Funds"); and (iii) Wilmington Trust Company, as agent for the Funds (together with its successors and assigns, in such capacity, the "Agent"). The Obligors, the Funds and the Agent are herein individually each 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 (or other agreements mirroring the 2008-2013 National Master Freight Agreement with respect to the Primary Obligors' pension contribution obligations, collectively, the "CBA"), which, among other things, provides that the Primary Obligors will generally make certain contributions to the Funds based on hours worked by covered employees;

WHEREAS, the Primary Obligors and certain of their employees who are represented by the Teamsters have altered or amended certain provisions of the CBA (as amended, modified or supplemented, the "Amended CBA"), most recently pursuant to the terms of the Agreement for Restructuring of the YRC Worldwide, Inc. Operating Companies entered on September 24, 2010, which provides that, effective June 1, 2011, the Primary Obligors will commence making certain payments or contributions to the Funds;

WHEREAS, pursuant to that certain Contribution Deferral Agreement dated June 17, 2009 (as amended, modified or supplemented prior to the date hereof, the "Original Contribution Deferral Agreement"), and certain joinders thereto, each of the Funds agreed to defer one or more payments otherwise due to the Funds from the Primary Obligors under the CBA for services rendered by certain employees of the Primary Obligors during certain periods in 2009;

WHEREAS, the Primary Obligors have provided the Funds with certain information regarding their financial status, ongoing projected cash flow and their resulting ability to repay amounts owed under the Original Contribution Deferral Agreement in accordance with its terms; and

WHEREAS, the Primary Obligors and the Funds have agreed subject to the terms and conditions hereof to amend and restate the Original Contribution Deferral Agreement in connection with the restructuring of Parent and its subsidiaries.

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

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following capitalized terms have the meanings specified below:

SECTION 1.02. "ABL Representative" shall have the meaning set forth in the Intercreditor Agreement.

"ABL Facility Event of Default" shall have the meaning set forth in Section 8.01(g).

"ABL Security Documents" shall have the meaning set forth in the Intercreditor Agreement.

"ABS Facility" shall have the meaning set forth in Section 5.01(d).

"Adjusted Gross Book Value" means 50% percent of the Gross Book Value of the Third Priority Collateral as determined at the time and from time to time such Third Priority Collateral is provided to the Agent, on behalf of the Funds.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent" has the meaning given to that term in the introductory paragraph hereof.

"Agreement" has the meaning given to that term in the introductory paragraph of this Agreement.

"Amended CBA" has the meaning given to that term in the recitals of this Agreement.

"Asset Sale" means any sale, transfer or other disposition by an Obligor to any Person of any real property set forth on Schedule 1.01(a) other than sales, transfers or other dispositions of any such property by an Obligor to another Obligor (so long as all actions necessary to maintain the perfection of the Agent's first-priority Lien on such First Priority Collateral are taken).

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, New York or Wilmington, Delaware are authorized or required by law to remain closed.

“Cash Flow Repayment Amount” shall have the meaning set forth in Section 2.03(b).

“CBA” has the meaning given to that term in the recitals of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

“Collateral” means collectively the First Priority Collateral and the Third Priority Collateral.

“Collateral Documents” means, collectively, the Mortgages and all other agreements, instruments and documents executed in connection with this Agreement that are intended to create, evidence or perfect Liens to secure the Obligations, including all other mortgages, deeds of trust, collateral trust agreements, intercreditor agreements or collateral sharing agreements, guarantees, subordination agreements, powers of attorney, consents, assignments, contracts, notices, financing statements and all other written matter whether heretofore, now, or hereafter executed by an Obligor and delivered to the Agent, in each case intended to create, evidence or perfect Liens to secure the Obligations and as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Convertible Facilities Event of Default” has the meaning set forth in Section 8.01(g).

“Convertible Facility” means the 10% Series A Convertible Senior Secured Notes Indenture or the 10% Series B Convertible Senior Secured Notes Indenture (collectively, the “Convertible Facilities”) substantially in the forms attached hereto as Exhibits F-2 and F-3, respectively, subject to amendments, modifications and supplements permitted hereby.

“Current Pension Payments” means obligations in respect of payments required of each of the applicable Primary Obligors to one or more Funds pursuant to the Amended CBA from and after June 1, 2011.

“CS Pension Fund” has the meaning given to that term in the introductory paragraph hereof.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Deferred Interest” means the aggregate amount of deferred accrued interest on the Deferred Pension Payments due and owing to the Funds pursuant to the Original Contribution Deferral Agreement from the Primary Obligors for the period from November 5, 2009 through and including the Effective Date. The amount of Deferred Interest owed to each Fund as of the Effective Date is set forth on Schedule 2.01.

"Deferred Pension Payment" means the contributions deferred pursuant to the Original Contribution Deferral Agreement that remain due and owing to the Funds from the Primary Obligors hereunder. The amount of Deferred Pension Payments owed to each Fund as of the Effective Date is set forth on Schedule 2.01.

"Effective Date" means the date on which the conditions to effectiveness of this Agreement set forth in Section 5.01 are satisfied (or waived).

"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 any Obligor, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Event of Default" has the meaning set forth in Article VIII.

"Excess Cash Flow" shall have the meaning set forth in the Senior Credit Facility.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of any Primary Obligor.

"First Priority Collateral" means any and all real property, owned by an Obligor, covered by the Collateral Documents and any and all other property of any Obligor, now existing or hereafter acquired, that may at any time be or become subject to a first priority security interest or Lien (subject to Permitted Liens and subordinate Liens created pursuant to the Senior Credit Facility and the Convertible Facilities, as applicable) in favor of or for the benefit of the Agent, on behalf of itself and the Funds, to secure the Obligations. The First Priority Collateral shall be limited to the real property described on Schedule 1.01(a) (and the property described in the Mortgages encumbering such real property), in each case subject to the terms herein and the Intercreditor Agreement.

"Fund" and "Funds" have the meanings assigned to such terms in the introductory paragraph hereof.

"Fund Documents" means this Agreement, the Guarantee, the Intercreditor Agreement and the Collateral Documents.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time.

"Governmental Authority" means the government of the United States of America or any other nation, any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Gross Book Value" shall have the meaning assigned to such term by GAAP.

"Guarantee" means (i) that certain Non-Recourse Guaranty Agreement, by and among each Guarantor party thereto from time to time and the Agent, on behalf of itself and the Funds, and (ii) any other non-recourse guarantee, by and among a Guarantor and the Agent, on behalf of itself and the Funds, and any other party thereto, in each case as reaffirmed on the Effective Date pursuant to the Reaffirmation. It is understood and agreed that (x) only Affiliates of the Primary Obligors executing a Mortgage shall be required to execute a Guarantee, (y) recourse pursuant to a Guarantee with respect to any Guarantor shall be limited to such Guarantor's owned real property subject to any Mortgage (and the property described in such Mortgage) and (z) once all owned real property of a Guarantor subject to the Collateral Documents is disposed of in a manner permitted by this Agreement, any Guarantee of such Guarantor shall be terminated in accordance with its terms. Any Guarantee shall be substantially in the form attached hereto as Exhibit C hereto or such other form as is reasonably acceptable to the Primary Obligors, the Agent and the CS Pension Fund.

"Guarantors" means each Affiliate of the Primary Obligors who executes a Guarantee.

"Holland" has the meaning given to that term in the introductory paragraph of this Agreement.

"Indemnitee" has the meaning assigned to such term in Section 11.02.

"Intercreditor Agreement" means an intercreditor agreement by and among the Agent, on behalf of the Funds, the Senior Administrative Agent, the ABL Representative, the 10% Series A Convertible Debt Agent and the 10% Series B Convertible Debt Agent.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Majority Funds" means, at any time, Funds having outstanding Deferred Pension Payments and Deferred Interest representing at least 50.1% of the sum of the total outstanding Deferred Pension Payments and Deferred Interest for all Funds at such time.

"Material Adverse Effect" means (a) a material adverse effect on (i) the business, assets, operations or condition, financial or otherwise, of Parent and its subsidiaries taken as a whole, (ii) the ability of the Obligors to perform any of their respective obligations under the Fund Documents or (iii) the rights of or benefits available to the Funds (or the Agent, on behalf of the Funds) under this Agreement and the other Fund Documents or (b) a material impairment of a material portion of the Collateral or of any Lien on any material portion of the Collateral in favor of or for the benefit of the Agent and/or the Funds or the priority of such Liens.

"Monthly Contribution Amount" means, with respect to any Fund, the amount required pursuant to the terms of the Amended CBA to be paid by the Primary Obligors to such Fund in respect of any calendar month, including any adjustment payment (made in the ordinary course and pursuant to traditionally-recognized accounting adjustments) in an amount necessary to reconcile previous payments of the Monthly Contribution Amount to the amount required as a Current Pension Payment for the corresponding month.

"Mortgage" means each mortgage, deed of trust or other agreement, as each may be amended, amended and restated, or otherwise modified from time to time, which conveys or evidences a Lien in favor of or for the benefit of the Agent, on behalf of itself and the Funds, on real property owned by an Obligor. The form of mortgage for each of the First Priority Collateral and Third Priority Collateral is attached hereto as Exhibit A-1 and A-2, respectively. A form of amended and restated mortgage for each of the First Priority Collateral, and the Third Priority Collateral is attached hereto as Exhibit E-1 and E-2, respectively.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA with respect to which the Company or any of its ERISA Affiliates has or may have any liability, contingent or otherwise.

"Net Cash Proceeds" means, with respect to any event, (a) the cash proceeds received in respect of such event including any cash received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but excluding any interest payments), but only as and when received, net of (b) the sum of (i) all reasonable fees and out-of-pocket expenses paid to third parties (other than Affiliates) in connection with such event and (ii) except in the case of the real property set forth on Schedule 1.01(a), the amount of all payments required to be made as a result of such event to repay indebtedness (other than Deferred Pension Payments) secured by such asset or otherwise subject to mandatory prepayment as a result of such event.

"New Penn" has the meaning given to that term in the introductory paragraph of this Agreement.

"Obligations" means the due and punctual payment of (a) all Deferred Pension Payments, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Deferred Pension Payments (including Deferred Interest) when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (b) all other indemnities, fees, costs, and expenses (including, without limitation, the fees and expenses of the Agent, the Agent's sub-agents and legal counsel reimbursable hereunder), whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Obligors under this Agreement and the other Fund Documents.

"Obligor" and "Obligors" shall mean the Primary Obligors and the Guarantors.

"Original Contribution Deferral Agreement" has the meaning given to that term in the recitals of this Agreement.

"Parent" means YRC Worldwide Inc.

"Party" and "Parties" have the meanings assigned to such terms in the introductory paragraph hereof.

"Pension Interest Rate" means, with respect to any Fund, the rate of interest per annum set forth for such Fund on Schedule 2.01.

"Pension Trust" means with respect to any Fund, trust documentation that creates and governs the Fund.

"Permitted Lien" shall mean (a) Liens described in (i) clauses (a), (b), (e), (f) and (g) of the definition of "Permitted Encumbrances" and (ii) Section 6.02(i), in each case in the Senior Credit Facility as of the Effective Date, (b) as to any property comprising Collateral, exceptions set forth in the Title Policy (as defined in the Original Contribution Deferral Agreement) for such property, (c) Liens granted pursuant to the Bank Group Security Documents (as defined in the Intercreditor Agreement) subject to the terms, conditions and provisions of the Intercreditor Agreement, (d) Liens granted pursuant to the Convertible Note Documents (as defined in the Intercreditor Agreement) subject to the terms, conditions and provisions of the Intercreditor Agreement and (e) Liens arising in the ordinary course of business securing obligations (other than debt for borrowed money) in an amount not to exceed $1,000,000 at any time.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

"Primary Obligor" and "Primary Obligors" shall have the meanings assigned to such terms in the introductory paragraph of this Agreement.

"Projections" shall have the meaning set forth in Section 3.05.

"Promissory Note" means a promissory note evidencing the Deferred Pension Payments and Deferred Interest owed to any Fund by the applicable Primary Obligor under the Agreement. Each Promissory Note shall be substantially in the form of Exhibit B attached hereto.

"Reaffirmation" means that certain Reaffirmation Agreement, dated as of the Effective Date by and among USF Glen Moore Inc., a Pennsylvania corporation, and Transcontinental Lease, S. de R.L. de C.V., a company organized under the laws of the United States of Mexico, and the Agent.

"Reddaway" has the meaning given to that term in the introductory paragraph of this Agreement.

"Release Event" shall have the meaning set forth in Section 11.17.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, trustees, employees, agents and advisors of such Person and such Person's Affiliates.

"Responsible Officer" means the chief financial officer, principal accounting officer, treasurer, controller or any vice president whose duties include monitoring compliance with this Agreement by the Obligors, and when used with respect to the Agent, the officer in the Corporate Capital Markets division at the Corporate Trust Office of the Agent having direct responsibility for the administration of this Agreement.

"Restructuring" means a proposed restructuring of the Parent and its subsidiaries.

"Senior Administrative Agent" means the administrative agent (including any successor or assign thereof) under the Senior Credit Facility.

"Senior Credit Facility" means that certain Amended and Restated Credit Agreement, dated as of July 22, 2011, by and among Parent, the Lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as Administrative Agent, as amended, modified, supplemented, restated, renewed, replaced, refinanced or extended from time to time.

"Senior Credit Facility Event of Default" shall have the meaning set forth in Section 8.01(g).

"6% Senior Note Indenture" means the Indenture in respect of the 6% Senior Notes due 2014 among Parent 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 February 11, 2010, by and among Parent, certain of its subsidiaries and the investors party thereto.

"6% Senior Notes" means Parent's 6% Convertible Senior Notes due 2014 issued pursuant to the 6% Senior Note Indenture.

"Taxes" means any and all present or future taxes, penalties, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Teamsters" has the meaning given to that term in the recitals of this Agreement.

"10% Series A Convertible Debt Agent" means the collateral trustee under the 10% Series A Convertible Senior Secured Notes Indenture.

"10% Series A Convertible Senior Secured Notes Indenture" means that certain indenture dated as of July 22, 2011, by and among YRC Worldwide Inc., as issuer, certain subsidiaries as guarantors, and U.S. Bank National Association, as the trustee.

"10% Series B Convertible Debt Agent" means the collateral trustee under the 10% Series B Convertible Senior Secured Notes Indenture.

"10% Series B Convertible Senior Secured Notes Indenture" means that certain indenture dated as of July 22, 2011, by and among YRC Worldwide Inc., as issuer, certain subsidiaries as guarantors, and U.S. Bank National Association, as the trustee.

"Third Priority Collateral" means any and all real property owned by an Obligor, covered by the Collateral Documents, and any and all other property of any Obligor now existing or hereafter acquired, that may at any time be or become subject to a third priority security interest or Lien (subject to Permitted Liens and subordinate to Liens created pursuant to the Senior Credit Facility pursuant to the Intercreditor Agreement) in favor of or for the benefit of the Agent, on behalf of itself and the Funds, to secure the Obligations. The Third Priority Collateral shall be limited to the real property described on Schedule 1.01(b) (and the property described in the Mortgages encumbering such real property), subject in each case to the terms herein and the Intercreditor Agreement.

"13-Week Cash Flow Projections" shall have the meaning set forth in Section 6.02(f).

"Transactions" means the execution, delivery and performance by the Obligors and Funds of this Agreement, the execution, delivery and performance by the Obligors of the other Fund Documents (including the granting of the Liens to the Agent, for the benefit of itself and the Funds, granted thereby), the consummation of the amendment and restatement of the Senior Credit Facility substantially in the form delivered to the Funds and the Agent attached hereto as Exhibit F-1 (with any amendments, supplements and/or modifications prior to the Effective Date shall require the approval of the Majority Funds if any changes are material in accordance with Section 5.01(f) hereto) and the consummation of the other "Transactions" as such term is defined in such Senior Credit Facility.

"2011 ABL Agreement" shall have the meaning set forth in the Intercreditor Agreement.

"US Dollars" or "$" means the lawful money of the United States of America.

"Withdrawal Liability" means liability to a Multiemployer 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.

"YRC" has the meaning given to that term in the introductory paragraph of this Agreement.

SECTION 1.02. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. References to the plural include the singular, and references to the singular include the plural. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as

the word “shall”. Unless the context expressly requires otherwise: Except where expressly stated otherwise herein, any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, restated, supplemented, otherwise modified, renewed, refinanced, replaced or extended (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein);

(a) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns;

(b) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

(c) all references herein to articles, sections, exhibits and schedules shall be construed to refer to Articles and Sections of, and exhibits and schedules to, this Agreement;

(d) any capitalized terms used in any schedule or exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement; and

(e) the term “knowledge” or “aware” shall mean the actual knowledge of a Responsible Officer.

ARTICLE II

Deferred Contributions

SECTION 2.01. Deferred Pension Payments and Deferred Interest. As of the Effective Date, the Primary Obligors owe the Funds, without defense, counterclaim or offset of any kind, (a) an aggregate amount equal to $146,594,543.10 in respect of the Deferred Pension Payments and (b) an aggregate amount equal to $4,453,810.84 in respect of the Deferred Interest, with the specific amounts owed to each Fund as of the Effective Date being set forth on Schedule 2.01 hereto. Subject to the terms and conditions set forth herein, the Funds, on a several basis, and the Primary Obligors, on a joint and several basis, hereby agree that payment of all (i) Deferred Pension Payments and (ii) Deferred Interest shall be made by the Primary Obligors to the applicable Funds on March 31, 2015.

SECTION 2.02. Interest.

(a) Interest shall accrue with respect to (i) each Deferred Pension Payment (or, as applicable, the unpaid portion thereof) from the Effective Date until the date such Deferred Pension Payment has been paid in full to the applicable Fund and (ii) all Deferred Interest (or, as applicable, the unpaid portion thereof) from the Effective Date until such Deferred Interest has been paid in full, in each case at the Pension Interest Rate. Accrued interest on each Deferred Pension Payment and the Deferred Interest shall be payable in arrears in cash on the fifteenth day of each calendar month commencing on August 15, 2011, and upon termination of this Agreement. Interest payable pursuant to this Section 2.02 shall be computed on the basis of a 365 day or 366 day year, as the case may be.

SECTION 2.03. Prepayments.

(a) Asset Sales. In the event of receipt of Net Cash Proceeds from any Asset Sale or any casualty or condemnation event with respect to real property described on Schedule 1.01(a), the Obligors shall, within five (5) Business Days after receipt of such Net Cash Proceeds, prepay the Obligations in an aggregate amount equal to 100% of such Net Cash Proceeds.

(b) Excess Cash Flow. The Primary Obligors shall prepay the Obligations on the date that is three (3) Business Days after the earlier of (i) date on which Parent's annual audited financial statements for the immediately preceding fiscal year are delivered to the Lenders (as defined in the Senior Credit Facility) pursuant to the terms of the Senior Credit Facility or (ii) the date on which such financial statements were required to be delivered to the Lenders (as defined in the Senior Credit Facility) pursuant to the terms of the Senior Credit Facility, in an amount equal to (x) 50% of Parent's Excess Cash Flow for such immediately preceding fiscal year minus (y) any voluntary prepayments of the Term Loans (as defined in the Senior Credit Facility) during such fiscal year minus (z) any amounts owed by Parent and its subsidiaries to the Lenders (as defined in the Senior Credit Facility) pursuant to Section 2.12(e) of the Senior Credit Facility (the "Cash Flow Repayment Amount"), with the first such prepayment pursuant to this Section 2.03(b) required to be made by the Primary Obligors in 2013 in respect of Parent's Excess Cash Flow for the fiscal year of Parent ending December 31, 2012. Any such prepayments of the Obligations required under this Section 2.03(b) shall be in an amount equal to the Cash Flow Repayment Amount (as certified, in writing, by the Primary Obligors to the Agent, including reasonably detailed calculations with respect to such amount and upon which the Agent may conclusively rely upon without independent investigation) and shall be applied in accordance with Section 2.03(d).

(c) Optional. Obligors shall have the right at any time and from time to time, without premium or penalty, to prepay any of the Obligations in whole or in part either with or without prior notice, in the sole discretion of the Obligors.

(d) Application of Prepayments. Any prepayments pursuant to Sections 2.03(a), (b) or (c) shall be applied (i) first, towards payment of Deferred Interest, ratably among the Funds in accordance with the amounts of Deferred Interest then due to the Funds and (ii) second, towards payment of all Deferred Pension Payments, ratably among the Funds in accordance with the Deferred Pension Payments then due to the Funds. Any optional prepayment hereunder shall be applied as between Deferred Interest and Deferred Pension Payments as directed by the Primary Obligors (but in any event ratably among the Funds in accordance with the Deferred Pension Payments or Deferred Interest then due the Funds, as applicable).

SECTION 2.04. Payments Generally; Allocations of Proceeds; Pro Rata Treatment.

(a) Each Primary Obligor shall make each payment required to be made by it hereunder or under any other Fund Document (whether of Deferred Pension Payment, Deferred Interest, interest, fees or otherwise) prior to the time expressly required hereunder or under such

other Fund Document for such payment (or, if no such time is expressly required, prior to 3:00 p.m. Central Standard Time), on the date when due, in immediately available funds, without set-off or counterclaim. All such payments shall be made to the Agent to the applicable account specified in Schedule 2.04 or, in any such case, to such other account as the Agent shall from time to time specify in a notice delivered to the Primary Obligors. The Agent shall distribute any such payments received by it for the account of the appropriate Fund in accordance with such Schedule 2.04 promptly following receipt thereof. If any payment hereunder or under any other Fund Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under any Fund Document shall be made in US Dollars. Any payment required to be made by the Obligors hereunder shall be deemed to have been made by the time required if the Obligors shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Obligors to make such payment so long as such payment shall be received by the Agent or the Funds, as applicable, within one (1) Business Day of such steps being taken and the Primary Obligors shall have provided written notice to the Agent (for further distribution to the Funds) of such steps on the day such steps were undertaken.

(b) If at any time insufficient funds are received by and available to the Agent to pay fully all amounts of Deferred Pension Payments, Deferred Interest, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest (other than Deferred Interest) and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, (ii) second, towards payment of Deferred Interest then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of Deferred Interest then due to such parties and (iii) third, towards payment of Deferred Pension Payments then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of Deferred Pension Payments then due to such parties.

(c) Other than with respect to Current Pension Payments which a Fund elects to apply to amounts owed to such Fund under this Agreement in accordance with Section 2.05, if at any time a Fund receives amounts in excess of its ratable share of the amount then distributed by the Agent, such Fund shall immediately remit such excess amounts to the Agent for redistribution.

(d) If the Agent shall receive any proceeds of Collateral (i) not constituting a specific payment of Deferred Pension Payments, Deferred Interest, interest, fees or other sum payable under the Fund Documents (which shall be applied as specified in Section 2.03) or (ii) after an Event of Default has occurred and is continuing and the Majority Funds so direct in writing, such funds shall be applied ratably (A) first, to pay any fee or expense reimbursements including amounts then due hereunder to the Agent from any Obligor (including, without limitation, the fees and expenses of the Agent's sub-agents and one legal counsel), (B) second, to pay any expense reimbursements then due hereunder to the Funds from any Obligor, (C) third, to pay interest then due and payable on the Deferred Pension Payments and the Deferred Interest, (D) fourth, to pay Deferred Interest then due hereunder, (E) fifth, to pay Deferred Pension Payments then due hereunder, and (F) sixth, to the Primary Obligors or as a court of competent jurisdiction shall direct.

SECTION 2.05. Application of Current Pension Payments. To the extent a Fund has not approved a Primary Obligor's resumption of participation in such Fund, upon five (5) Business Days prior written notice to Agent and the Primary Obligors in the manner directed by Section 11.15 and using the wire instructions set forth on Schedule 2.04, such Fund may require the Primary Obligors to (i) make payments of obligations owed to such Fund under this Agreement in lieu of Current Pension Payments required pursuant to the Amended CBA or (ii) make payments in lieu of Current Pension Payments into an escrow arrangement pursuant to the Amended CBA, in each case in an amount equal to such Fund's current Monthly Contribution Amount. Amounts paid pursuant to clause (i) above may be paid to and applied against the electing Fund's Deferred Pension Payments and/or Deferred Interest on a non-pro rata basis.

ARTICLE III

Representations and Warranties of the Obligors

Each Primary Obligor represents and warrants to the Agent and each of the Funds that:

SECTION 3.01. Organization; Powers. Each of the Primary Obligors (a) is organized, validly existing and in good standing (to the extent that such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization or incorporation as applicable, and (b) has all corporate or organizational requisite corporate power and authority to carry on its business as now conducted.

SECTION 3.02. Authorization; Enforceability. Entry into the Transactions is within each Primary Obligor's corporate or organizational powers and have been duly authorized by all necessary organizational and, if required, stockholder or shareholder action. Each Primary Obligor has all requisite corporate or organizational power to carry out and perform its obligations under the terms of this Agreement. The Fund Documents to which each Primary Obligor is a party have been duly executed and delivered by such Primary Obligor. This Agreement and each of the Fund Documents to which any Primary Obligor is a party constitutes the legal, valid and binding obligation of each Primary Obligor, enforceable against the Primary Obligor in accordance with its 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.

SECTION 3.03. No Violation. The Transactions:

(a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for (i) filings and other actions necessary to perfect Liens created pursuant to the Fund Documents and (ii) filings and other actions necessary to release or subordinate any existing Liens;

(b) will not violate any applicable law or regulation applicable to the Obligors or any order of any Governmental Authority;

(c) will not violate the charter, by-laws or other organizational or constitutional documents of the Obligors; or

(d) will not violate or result in a default under the Senior Credit Facility, the Convertible Facilities or the 2011 ABL Agreement,

except in each case (other than clause (d)), such consents, approvals, registrations, filings or other actions the failure of which to obtain or make, or, in the case of clause (b) at any time after the Effective Date hereof, to the extent such violations, could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.04. Inability to Make Certain Limited Payments. Each Primary Obligor is unable to make payment of any portion of the Deferred Pension Payments or Deferred Interest set forth on Schedule 2.01 as of the Effective Date, other than any payment made pursuant to Section 2.05.

SECTION 3.05. Financial Condition. Prior to the Effective Date, Parent furnished to the Funds its consolidated balance sheet and statements of income, stockholders equity and cash flows (a) as of and for the fiscal year ended December 31, 2010, reported on by KPMG LLP, independent public accountants, and (b) as of and for the fiscal quarter ended March 31, 2011. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of Parent and its consolidated subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (b) above. Prior to the Effective Date, the Obligors delivered to the CS Pension Fund and its advisors the written projected financial information of Parent, dated as of April 15, 2011 (the "Projections"). The Projections were prepared in good faith based upon assumptions believed to be reasonable by senior management at the time, it being recognized by the Funds and the Agent that the Projections are not to be viewed as facts and that the actual results during the period or periods covered by such Projections may differ from the projected results and such differences may be material. Based on the Projections, as of the Effective Date, the Obligors do not expect to be able to repay the Deferred Pension Payments or the Deferred Interest on a date earlier than is required by this Agreement.

SECTION 3.06. Covenants. The Obligors have performed all of the conditions precedent specified in Article V that are required to be performed by the Obligors hereunder prior to the Effective Date.

ARTICLE IV

Representations and Warranties of the Funds

Each Fund severally represents and warrants to the Agent and each of the Obligors, as to itself, that:

SECTION 4.01. Authority and Enforceability. The Trustees of such Fund have full power, right and authority to enter into this Agreement in the name of and on behalf of such Fund and to perform its obligations pursuant to the terms of this Agreement. This

Agreement has been duly executed and delivered by the Trustees of such Fund and constitutes the legal, valid and binding obligation of such Fund, enforceable against such Fund in accordance with its 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.

SECTION 4.02. Acknowledgment. Except as expressly set forth herein or in the Fund Documents, each Fund acknowledges that no Obligor has made in connection with this Agreement, and is not making in this Agreement or any of the other Fund Documents, any representation or warranty as to the business, properties, condition (financial or otherwise), risks, results of operations, prospects or any other aspect of the operations of the Obligor or its subsidiaries. Each Fund also acknowledges that it has adequate information and has made its own independent investigation concerning the business, properties, condition (financial or otherwise), risks, results of operations and prospects of each Obligor and its subsidiaries taken as a whole to make an informed decision regarding its entry into the Transactions.

ARTICLE V

Conditions Precedent

SECTION 5.01. Amendment and Restatement Effective Date. The agreement of the Funds to continue to allow deferral of the Deferred Pension Payments and the Deferred Interest hereunder to such dates specified in Article II and to amend and restate the Original Contribution Deferral Agreement as set forth herein shall not become effective until the date on which each of the following conditions is satisfied (or waived):

(a) The Agent (or its counsel) and the CS Pension Fund (or its counsel) shall have received from each Primary Obligor and, if applicable, each Guarantor, (i) the Intercreditor Agreement executed by each party thereto and the Reaffirmation (to the extent any such Guarantor has executed a currently existing Mortgage in favor of the Agent as of such date) and, to the extent reasonably required by Agent, each amended and restated Mortgage with respect to the First Priority Collateral in the form pursuant to Exhibit E-1 and each amended and restated Mortgage with respect to the Third Priority Collateral in the form pursuant to Exhibit E-2, signed on behalf of such party or (ii) written evidence satisfactory to the Agent and the CS Pension Fund (which may include telecopy or other electronic transmission of a signed signature page) that such party has signed a counterpart of the Intercreditor Agreement, the Reaffirmation and each such amended and restated Mortgage.

(b) The Agent and CS Pension Fund (or their respective counsel) shall have received, (i) with respect to the amended and restated Mortgage for each real property constituting First Priority Collateral, a date down or similar endorsement to the existing ALTA mortgagee title insurance policy related to the currently existing Mortgage, or in the event a date down or similar endorsement is not available, a new ALTA mortgagee title insurance policy (which, in either case, may be in the form of a mark-up of a title commitment or endorsement executed an otherwise binding by and upon the applicable title insurance company, so long as the final and clean copy of such endorsement is delivered to the Agent within a reasonable time thereafter) issued by Chicago Title Insurance Company or other title insurance company

reasonably approved by CS Pension Fund, and (ii) with respect to the amended and restated Mortgage for each real property constituting Third Priority Collateral, a date down or similar endorsement to the existing ALTA mortgagee title insurance policy related to the currently existing Mortgage, or in the event a date down or similar endorsement is not available, a new ALTA mortgagee title insurance policy (which, in either case, may be in the form of a mark-up of a title commitment or endorsement executed an otherwise binding by and upon the applicable title insurance company, so long as the final and clean copy of such endorsement is delivered to the Agent within a reasonable time thereafter) issued by Chicago Title Insurance Company or other title insurance company reasonably approved by CS Pension Fund.

(c) The Agent (or its counsel) and CS Pension Fund (or its counsel) shall have received evidence reasonably satisfactory to the CS Pension Fund that the conditions precedent to the effectiveness of each of the Convertible Facilities and the Senior Credit Facility (other than any condition as to effectiveness of this Agreement) have been satisfied (or waived) under such agreement.

(d) The Parent and/or its subsidiaries shall have obtained a new asset based loan facility in an aggregate commitment amount of not less than $275 million with a minimum availability on the Effective Date of not less than $40 million (net of refinancing of the ABS Facility (as defined below) and any reserves), on market terms and conditions reasonably acceptable to the Parent and the Majority Funds, the proceeds of which shall be used in part to refinance all outstanding claims under that certain Third Amended and Restated Receivables Purchase Agreement, dated as of April 18, 2008, by and among Yellow Roadway Receivables Funding Corporation, Parent, JPMorgan Chase Bank, N.A., SunTrust Bank, Wells Fargo Bank, N.A. and The Royal Bank of Scotland plc (as amended, restated, supplemented or otherwise modified prior to the Effective Date, the "ABS Facility").

(e) $70 million in 6% Senior Notes shall remain outstanding on their present terms (or other terms satisfactory to the Majority Funds) after giving effect to the Restructuring.

(f) The Restructuring shall be substantially concurrently consummated substantially on terms set forth in the Senior Credit Facility attached hereto as Exhibit F-1, the 10% Series A Convertible Senior Secured Notes Indenture attached hereto as Exhibit F-2, the 10% Series B Convertible Senior Secured Notes Indenture attached hereto as Exhibit F-3 and other documentation, including without limitation, the Intercreditor Agreement and various collateral documents reasonably acceptable to the Obligors and the Majority Funds; provided, that prior to the Effective Date (i) the Majority Funds must consent to any material modification to the terms of the Senior Credit Facility, the 10% Series A Convertible Senior Secured Notes Indenture, the 10% Series B Convertible Senior Secured Notes Indenture, each as set forth on the aforenamed Exhibits hereto (it being understood that any amendment or modification to the economic terms, including principal amount, amortization, prepayments, interest, fees, and maturity of the Senior Credit Facility, the 10% Series A Convertible Senior Secured Notes or the 10% Series B Convertible Senior Secured Notes shall be deemed material) and (ii) solely to the extent the terms and conditions of the Intercreditor Agreement disproportionately and adversely affect the rights of any Fund in relation to the other Funds, the Supermajority Funds must consent to such terms and conditions of the Intercreditor Agreement.

(g) (i) The Agent shall have received payment for all invoiced fees and reasonable out-of-pocket expenses earned, due and payable on or before the Effective Date pursuant to Section 11.01 hereof, and (ii) the Funds shall have received payment for all invoiced reasonable out-of-pocket expenses due and payable on or prior to the Effective Date in accordance with Section 11.01 hereof.

(h) The Agent and the CS Pension Fund shall have received such documents and certificates to the satisfaction of the CS Pension Fund and as further described in the list of closing documents attached as Exhibit G.

(i) No Default or Event of Default shall have occurred and be continuing under the Original Contribution Deferral Agreement.

(j) On or before June 30, 2011, unless otherwise agreed with the applicable trustees of each Fund in form and substance acceptable to the Obligors and such Fund, including the terms and conditions set forth below, the Obligors shall either: (i) reenter each Fund as a paying employer and pay to such Fund in accordance with the terms of the Amended CBA or (ii) if making such payments is prohibited by applicable law, then pending the earlier to occur of the adoption of legislation or regulatory approval which would permit such Fund to accept the payments or such time as the payments are no longer prohibited, each applicable Obligor shall make payments in accordance with Section 2.05.

(k) The Effective Date shall have occurred on or before July 22, 2011.

Unless and until the foregoing conditions precedent are satisfied (or waived), the Original Contribution Deferral Agreement shall remain in full force and effect, and the Agent and the Funds shall be entitled to all rights, benefits and remedies thereunder and under the other Fund Documents and applicable law.

ARTICLE VI

Affirmative Covenants

Until the Obligations shall have been paid in full (other than contingent obligations not due and owing), the Primary Obligors covenant and agree with the Agent and the Funds that:

SECTION 6.01. Reporting and Notices. The Obligors shall provide the following reporting and notices to the Agent (for further distribution to the Funds) and the CS Pension Fund:

(a) [Reserved];

(b) promptly, but in any event no later than the seventh Business Day following receipt or delivery of the same, a copy of any notice of the occurrence of any Event of Default (as defined in the Senior Credit Facility, the Convertible Facilities or the 2011 ABL Agreement, as applicable) under the Senior Credit Facility, the Convertible Facilities or the 2011 ABL Agreement, as applicable;

(c) promptly, but in any event no later than the seventh Business Day following any Responsible Officer of the Obligors becoming aware thereof, written notice of any Default or Event of Default hereunder;

(d) promptly, written notice that the 13-Week Cash Flow Projections and related variance reports are no longer required to be delivered to the Senior Administrative Agent (and Agent and Fund may conclusively rely thereon until such time as the Primary Obligors may be required to resume delivery of such 13-Week Cash Flow Projections and related variance reports in accordance herewith);

(e) within 30 days after the end of each of the first two months in any fiscal quarter of Parent, Parent's unaudited consolidated balance sheet and related unaudited statements of operations and cash flows as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, subject to normal year-end audit adjustments and the absence of footnotes;

(f) on or before the fifth Business Day of each fiscal month, commencing on the fifth business day of July 2009, projections of the weekly cash flows for the 13-week period commencing on the first day of such fiscal month (the "13-Week Cash Flow Projections") which (i) reflect the Parent's and its Domestic Subsidiaries' (as defined in the Senior Credit Facility) consolidated projected cash receipts and cash expenditures for their corporate and other operations and (ii) contain comments of management of the Parent and, if then engaged, comments of the Parent's Financial Advisor (as defined in the Senior Credit Facility); provided that, Primary Obligors only shall be obligated to provide such 13-Week Cash Flow Projection and commentary to the Agent and Funds so long as the Parent is required to deliver such 13-Week Cash Flow Projections and commentary to the Senior Administrative Agent;

(g) on or before the fifth Business Day of each fiscal month commencing on the fifth Business Day of August 2009, to the extent that the Primary Obligors are providing the 13-Week Cash Flow Projection, a variance report reflecting on a line-item basis the actual disbursements and receipts for the previous calendar month and the percentage variance of such actual results from those projected for such previous calendar month on the most current 13-Week Cash Flow Projections delivered under the terms of this Agreement prior to such date; provided that, Primary Obligors only shall be obligated to provide such variance report to the Agent and Funds so long as the Parent is required to deliver such variance report to the Senior Administrative Agent; and

(h) promptly, but in any event no later than one Business Day following delivery of the same, written notice of delivery of financial statements described in Section 2.03(b) hereof to the Lenders under (and as defined in) the Senior Credit Facility.

SECTION 6.02. Financial Advisor. Each Primary Obligor will permit the financial advisor(s) retained by the Funds, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers, all at such reasonable times and as often as reasonably requested so long as such inspection does not unduly interfere with such Primary Obligor's business. Subject to Section 11.01, such reasonable inspections and examinations by or on behalf of any Fund shall be at such Fund's expense.

SECTION 6.03. [Reserved].

SECTION 6.04. Maintenance of Properties; Insurance. The Obligors will, (a) keep and maintain all property material to the conduct of their business in good working order and condition (ordinary wear, tear, condemnation and casualty excepted), except in any case where the failure to do so could not reasonably be expected to result in a Material Adverse Effect and (b) maintain, with financially sound and reputable insurance companies (i) insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations; *provided* that each of the Obligors may self-insure to the same extent as other companies in similar businesses and owning similar properties in the same general areas in which the Obligors operate and (ii) all insurance required pursuant to the Collateral Documents. The Obligors will furnish to the Funds, promptly following the reasonable request of the Agent, on behalf of the Funds, information in reasonable detail as to the insurance so maintained. The Obligors shall deliver to the Agent and maintain endorsements to all "All Risk" physical damage insurance policies on all of the Collateral naming the Agent as lender loss payee. In the event that the Obligors at any time or times hereafter shall fail to obtain or maintain any of the policies or insurance required herein or to pay any premium in whole or in part relating thereto, then a Fund may, with the prior written consent of the Majority Funds (which shall not be granted if any other Fund has already obtained such insurance or the Obligors have cured the default), without waiving or releasing any obligations or resulting Default hereunder, at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which such Fund deems advisable (with the prior consent of the Majority Funds) seven (7) days after notification to the Obligors of such intent. All sums so disbursed by the Funds shall constitute part of the Obligations, payable as provided in this Agreement. The Obligors will furnish to the Agent and the Funds prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding.

SECTION 6.05. Promissory Note. Promptly following reasonable request from a Fund, the applicable Primary Obligors shall provide such Fund a Promissory Note(s) with respect to the Deferred Pension Payments and Deferred Interest owed by such Primary Obligor to such Fund.

SECTION 6.06. Most Favored Nations. If the Obligors or any of them enter into an amendment, modification, supplementation or alteration of the Senior Credit Facility after the Effective Date which imposes any mandatory prepayment, cash collateralization, additional interest or fee or any other incremental payment to the Lenders under (and as defined in) the Senior Credit Facility not required as of the Effective Date, the Primary Obligors shall pay the Funds fifty percent (50%) of a proportionate additional payment in respect of the aggregate Deferred Pension Payments and Deferred Interest at such time each time that one or more of the Obligors are required to make the applicable additional payment to the Lenders (as

defined in the Senior Credit Facility) pursuant to the terms of such amendment, modification, supplementation or alteration (For example, to the extent the Obligors or any of them pay an amendment fee equal to 0.25% of the obligations under the Senior Credit Facility at such time, the Obligors shall concurrently pay a proportionate fee equal to 0.125% of the aggregate Deferred Pension Payments and Deferred Interest at such time); provided, that, the foregoing covenant shall not apply to (i) (a) payments of the net sale proceeds from sales or dispositions (including, without limitation, the receipt of casualty or condemnation proceeds) of, or (b) payments of principal or cash collateral in an aggregate amount not in excess of the proceeds of any third-party financing that refinances or replaces commitments or other obligations under the Senior Credit Facility, together with interest, fees and other obligations in respect of such refinanced or replaced commitments or obligations then accrued and unpaid under the Senior Credit Facility, and which third-party financing requires the attachment of, or assignment or release to permit, third-party Liens on, in the case of each of clause (a) and (b), assets which constitute Bank Group Collateral (as defined in the Intercreditor Agreement), other than net sale proceeds from sales or dispositions (including, without limitation, the receipt of casualty or condemnation proceeds) of, or the attachment of, or assignment or release to permit, third-party Liens on, assets which constitute Pension Priority Common Collateral (as defined in the Intercreditor Agreement), (ii) increases in the percentage of annual Excess Cash Flow payable to the Lenders under (and as defined in) the Senior Credit Facility or (iii) any such amendment, modification, supplementation or alteration the effect of which is to refinance in whole the obligations under the Senior Credit Facility.

ARTICLE VII

Negative Covenants

SECTION 7.01. Obligors. Until the Obligations (other than contingent obligations not due and payable) hereunder shall have been paid in full, the Primary Obligors covenant and agree with the Agent and the Funds that:

(a) Asset Sales. No Obligor shall consummate any Asset Sale unless such Asset Sale is approved by the Majority Funds; *provided*, that such approval shall (i) not be unreasonably withheld, delayed or conditioned and (ii) be deemed automatically granted to the extent the cash consideration received in connection with any such Asset Sale at closing shall be equal to or greater than 100% of the Gross Book Value of the property subject to such Asset Sale. For the avoidance of doubt, to the extent that multiple assets are being sold in an Asset Sale or series of related Asset Sales, the percentage threshold referenced above shall be deemed satisfied so long as the aggregate cash consideration received at the closings of such properties pursuant to such Asset Sale(s) equals or exceeds 100% of the aggregate Gross Book Value of such properties.

(b) No More Favorable Terms. Except as set forth on Schedule 7.01(b), the Obligors shall not (i) provide collateral (other than the Collateral granted pursuant to this Agreement) securing obligations owed by any Obligor to any Teamster pension fund similarly situated to the Funds (including Teamster pensions funds not a party to this Agreement) or (ii) make payments in respect of pension contributions owed to any Teamster pension fund similarly situated to the Funds to the extent such Teamster pension fund is not party to this Agreement (other than payments approved by the Majority Funds (such approval not to be unreasonably withheld, delayed or conditioned)).

SECTION 7.02. Funds. Until the Obligations shall have been paid in full (other than contingent obligations not due and owing), unless an Event of Default has occurred and is continuing, each of the Funds covenant severally and agree with the Obligors that:

(a) Absent the continuance of an Event of Default, such Funds shall not deem any of the Obligations owed to it to be delinquent contributions to which Section 515 of ERISA applies.

(b) Absent the continuance of an Event of Default, neither such Funds, nor any trustee or trustees with respect to such Funds, nor any of their successors, agents or assigns shall bring any action or allow any action under applicable law (including, through enforcement of Section 515 of ERISA or based on liability under Section 412 of the Code) to be brought in its or their name to seek payment of the Obligations (or any portion thereof) owed to it against any of the Obligors or any of their ERISA Affiliates, nor shall any of these Persons bring any action or otherwise seek to recover any of the remedies under applicable law (including, liquidated damages, penalties and other costs, and those remedies specified in Section 502(g) of ERISA) with respect to the Obligations.

(c) Under no circumstances shall such Funds determine that the deferral of the Obligations owed to them hereunder, (i) constitutes with respect to the Obligors or any of their ERISA Affiliates (x) a complete withdrawal with respect to any Multiemployer Plan under Section 4203 of ERISA, or (y) a partial withdrawal with respect to any Multiemployer Plan under Section 4205 of ERISA, or (ii) otherwise subjects the Obligors or any of their ERISA Affiliates to Withdrawal Liability.

Except as expressly provided in this Agreement to the contrary, the rights of the Funds to seek relief for delinquent contributions, and to assess and collect Withdrawal Liability, are preserved.

ARTICLE VIII

Events of Default

SECTION 8.01. Events of Default. If any of the following events (each an “Event of Default”) shall occur and be continuing:

(a) any Primary Obligor shall fail to pay any payment in respect of any Deferred Pension Payments or Deferred Interest or any payment required under Section 6.06 when and as the same shall become due and payable pursuant to this Agreement, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise (including, prepayments required to be made pursuant to the terms and conditions of Section 2.03 and interest payments required under Section 2.02) and such failure shall continue unremedied for a period of five (5) Business Days;

(b) any representation or warranty made or deemed made by or on behalf of any Obligor in or in connection with this Agreement or any other Fund Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(c) any Obligor, as applicable, shall fail to observe or perform any covenant, condition or agreement contained in Sections 6.01 or 7.01;

(d) any Obligor, as applicable, shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or in any other Fund Document (other than those specified in clause (a), (b), (c), (e), (f), (g), (h) or (i) of this Article), and such failure shall continue unremedied for a period of 30 consecutive days after written notice thereof from the Agent to the Obligors (which notice will be given at the request of any Fund);

(e) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief in respect of any Obligor or its debts, or of a substantial part of its assets, under any federal, or state bankruptcy, insolvency, administrative, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official for any Obligor or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(f) any Obligor shall (i) voluntarily commence any proceeding or file any petition seeking bankruptcy, winding up, dissolution (other than any dissolution to the extent the assets of such Obligor are transferred to another Obligor so long as all actions necessary to maintain the perfection of the Agent’s first-priority Lien on First Priority Collateral are taken), liquidation (other than any liquidation, to the extent the assets of such Obligor are transferred to another Obligor so long as all actions necessary to maintain the perfection of the Agent’s first-priority Lien on First Priority Collateral are taken), administration, moratorium, reorganization or other relief under any federal or state bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (e) of this Article, (iii) apply for or consent to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official for any Obligor or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, or (v) make a general assignment or arrangement for the benefit of creditors, or become unable or admit in writing its inability or fail generally to pay its debts as they become due;

(g) any event or condition occurs under the Senior Credit Facility, either of the Convertible Facilities or the 2011 ABL Agreement, as applicable, that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of such obligations or any trustee or agent on its or their behalf to cause the obligations under the Senior Credit Facility, either of the Convertible Facilities or the 2011 ABL Agreement, as applicable, to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to

its scheduled maturity (in each case after giving effect to any cure or grace period, amendment or waiver); *provided* that (i) this clause (g) shall not apply to obligations that become due as a result of prepayments required pursuant to (x) Section 2.12 of the Senior Credit Facility, (y) Section 4.14 of the 10% Series B Convertible Senior Secured Notes Indenture or (z) the mandatory prepayment provisions of the 2011 ABL Agreement (or any similar provision in any extension, renewal, refinancing or replacement of the Senior Credit Facility, the Convertible Facilities or the 2011 ABL Agreement), (ii) this clause (g) shall not apply to indebtedness under the Convertible Facilities which converts to equity interests as a result of any event or condition, (iii) an Event of Default under and as defined in the Senior Credit Facility (a "Senior Credit Facility Event of Default") shall not in and of itself constitute an Event of Default under this clause until a period of thirty days has elapsed following notice of such Senior Credit Facility Event of Default from the Senior Administrative Agent or any lender under the Senior Credit Facility to Parent, or from Parent to such Senior Administrative Agent or any such lender under the Senior Credit Facility, (iv) an Event of Default under and as defined in the Convertible Facilities Facility (a "Convertible Facilities Event of Default") shall not in and of itself constitute an Event of Default under this clause until a period of thirty days has elapsed following notice of such Convertible Facilities Event of Default from either the 10% Series A Convertible Debt Agent or the 10% Series B Convertible Debt Agent or any lender under either Convertible Facility to Parent, or from Parent to the 10% Series A Convertible Debt Agent or the 10% Series B Convertible Debt Agent or any such lender under the Convertible Facilities and (v) an Event of Default under and as defined in the 2011 ABL Agreement (an "ABL Facility Event of Default") shall not in and of itself constitute an Event of Default under this clause until a period of thirty days has elapsed following notice of such ABL Facility Event of Default from the ABL Representative or any lender under the 2011 ABL Agreement to the borrowers thereunder, or from such borrower to the ABL Representative or any such lender under the 2011 ABL Agreement;

(h) (i) any Obligor shall fail to pay Current Pension Payments to any Fund or Funds, when and as the same shall become due and payable, such failure continues for ten (10) Business Days and such failure or failures in the aggregate exceed $9,000,000 at any given time or (ii) any Obligor shall fail to pay three (3) consecutive Current Pension Payments to any Fund, when and as the same shall become due and payable, it being understood that a timely payment to an electing Fund in accordance with Section 2.05 shall be deemed a timely payment of the applicable corresponding Current Pension Payment for purposes of this clause (h); or

(i) any Collateral Document shall for any reason to fail to create a valid and perfected first priority security interest in any First Priority Collateral with a Gross Book Value of $2,500,000 in the aggregate at any time or shall for any reason fail to create a valid and perfected third priority security interest in any Third Priority Collateral (if then applicable) with a Gross Book Value of $2,500,000 in the aggregate at any time purported to be covered thereby, in each case except as (i) permitted by the terms hereof or (ii) to extent such non-creation or non-perfection is a result of the action or inaction of the Agent;

then, and in every such Event of Default, and at any time thereafter during the continuance of such Event of Default, any Fund, by notice to the Primary Obligors, may: declare the Obligations solely in respect of the Deferred Pension Payments and the Deferred Interest owed to such Fund then outstanding to be due and payable, and thereupon such Obligations so declared to

be due and payable, together with all other Obligations accrued hereunder and due to such Fund, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Obligors to the extent permitted by applicable law. Upon the occurrence and during the continuance of an Event of Default, the Agent shall, at the request of the Majority Funds, exercise any rights and remedies provided to the Agent under the Fund Documents or at law or equity, including all remedies provided under the Mortgages, the UCC or other applicable law with respect to the Collateral.

ARTICLE IX

The Agent

SECTION 9.01. Appointment. Each of the Funds hereby irrevocably appoints the Agent as its agent and authorizes the Agent to take such actions delegated to it hereby on its behalf, including execution of the other Fund Documents, and to exercise such powers as are delegated to the Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

SECTION 9.02. Duties. The Agent shall not have any duties or obligations except those expressly set forth in the Fund Documents. Without limiting the generality of the foregoing,

(a) the Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing,

(b) the Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Fund Documents that the Agent is required to exercise in writing as directed by the Majority Funds (or such other number or percentage of the Funds as shall be necessary under the circumstances as provided in Section 11.04), and

(c) except as expressly set forth in the Fund Documents, the Agent shall not have any duty to disclose, or shall be liable for the failure to disclose, any information relating to the Obligors or any of their subsidiaries that is communicated to or obtained by the Person serving as the Agent or any of its Affiliates in any capacity.

Without limiting the foregoing, the Agent shall not be required to act hereunder or to advance its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of its rights hereunder and under any other agreements or documents to which it is a party, and shall in all cases be fully justified in failing or refusing to act hereunder unless it shall receive further assurances to its reasonable satisfaction from the Funds of their indemnification obligations against any and all liability and expense that may be incurred by it by reason of taking or continuing to take or refraining from taking any such action in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable decision. The Agent shall be fully justified in requesting direction from the Majority Funds in the event this Agreement or any other Fund Document is silent or vague with respect to such Agent’s duties, rights or obligations.

SECTION 9.03. Liability. The Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Majority Funds (or such other number or percentage of the Funds as shall be necessary under the circumstances as provided in Section 11.04) or in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable decision. The Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Agent by an Obligor or a Fund, and the Agent shall not be responsible for or have any duty to ascertain or inquire into:

(a) any statement, warranty or representation made in or in connection with any Fund Document, including without limitation any ERISA matters, issues or obligations that may arise out of the Transactions,

(b) the contents of any certificate, report or other document delivered hereunder or in connection herewith,

(c) the accuracy or calculation of any amounts of any of the Deferred Pension Payments or Deferred Interest,

(d) the performance or observance by the Obligors of any of the covenants hereunder,

(e) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Fund Document, the Senior Credit Facility, the Convertible Facilities or the 2011 ABL Agreement.

(f) the validity, enforceability, effectiveness or genuineness of any Fund Document or any other agreement, instrument or document,

(g) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral or

(h) the satisfaction of any condition set forth in Article V or elsewhere in any Fund Document, other than to confirm receipt of items expressly required to be delivered to the Agent.

The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Agent may consult with legal counsel (who may be counsel for any Obligor), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Agent. The Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Agent and any such sub-agent.

SECTION 9.04. Resignation. Subject to the appointment and acceptance of a successor Agent as provided in this paragraph, the Agent may resign at any time by notifying the Funds and the Obligors. Upon any such resignation, the Obligors and the Majority Funds shall jointly appoint a successor. Upon the acceptance of its appointment as the Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. If no successor shall have been so appointed by the Obligors and the Majority Funds within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent's resignation shall nevertheless thereupon become effective, and the Majority Funds shall assume and perform all of the duties of the Agent hereunder until such time as a successor Agent is appointed; provided, that the retiring Agent shall continue to act as the secured party under the Mortgages until such Mortgages can be transitioned to a substitute secured party designated by the Majority Funds with the consent of the Primary Obligors. The fees payable by the Obligors to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between such Obligors and such successor. After an Agent's resignation hereunder, the provisions of this Article shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as the Agent.

SECTION 9.05. Reliance. Each Fund acknowledges that it has, independently and without reliance upon the Agent, or any other Fund and based on such documents and information as it has deemed appropriate, made its own analysis and decision to enter into this Agreement. Each Fund also acknowledges that it will, independently and without reliance upon the Agent or any other Fund, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Fund Document or any related agreement or any document furnished hereunder or thereunder.

SECTION 9.06. Representative. The Funds are not partners or co-venturers, and all obligations of each Fund under this Agreement are several. No Fund shall be responsible for or in any way liable for the acts or omissions, representations or agreements of, or shall be authorized to act for, any other Fund.

In its capacity, the Agent is a "representative" of the Funds within the meaning of the term "secured party" as defined in the UCC. Each Fund authorizes the Agent to enter into each of the Collateral Documents and the Intercreditor Agreement to which it is a party and to take all actions contemplated by such documents. Each Fund agrees that no Fund shall have the right individually to seek to realize upon the security granted by any Collateral Document, it being understood and agreed that such rights and remedies may be exercised solely by the Agent for the benefit of the Funds upon the terms of the Collateral Documents at the direction of the Majority Funds. If Collateral is hereafter pledged by any Person as collateral security for the Obligations, the Agent is hereby authorized, and hereby granted a power of attorney, to execute and deliver on behalf of the Funds any Fund Documents necessary or appropriate to grant and perfect a Lien on such Collateral in favor of or for the benefit of the Agent, on behalf of Funds. The Funds hereby irrevocably authorize the Agent, to release any Liens granted to or for the benefit of the Agent by the Obligors or any of their Subsidiaries on any Collateral:

(a) upon payment in full of the Obligations (other than contingent obligations not due and payable); or

(b) that is sold or to be sold concurrently as part of or in connection with any sale permitted under the Fund Documents.

Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Obligors in respect of) all interests retained by the Obligors, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Upon request by the Agent at any time, the Majority Funds will confirm in writing the Agent's authority to release particular types or items of Collateral pursuant hereto.

SECTION 9.07. Sales or Transfers. Upon any sale or transfer of assets constituting Collateral which is permitted pursuant to the terms of any Fund Document, or consented to in writing by the Majority Funds or all of the Funds, as applicable, the Agent shall (and is hereby irrevocably authorized by the Funds to) execute such documents as may be necessary to evidence the release of the Liens granted to the Agent for the Funds herein or pursuant hereto upon the Collateral that was sold or transferred; *provided*, however, that (i) the Agent shall not be required to execute any such document on terms which, in the Agent's opinion, would expose the Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Liens upon (or obligations of the Obligors in respect of) all interests retained by the Obligors, including the proceeds of the sale, all of which shall continue to constitute part of the Collateral. Upon the sale or transfer of all assets of an Obligor constituting Collateral which is permitted by the terms of any Fund Document, or consented to in writing by the Majority Funds or all of the Funds, as applicable, the Agent shall (and is hereby irrevocably authorized by the Funds to) execute such documents as may be necessary to release the Guarantee of such Obligor with respect to such Obligor, at the sole expense of the Obligors. Upon the Effective Date, the Guarantee by YRC Logistics Services, Inc., an Illinois corporation, is hereby automatically released and no longer effective with no further action required.

Each Fund hereby appoints each other Fund as its agent for the purpose of perfecting Liens, for the benefit of the Agent and the other Funds, in assets which, in accordance with Article 9 of the UCC or any other applicable law, can be perfected only by possession. Should any Fund obtain possession of any such Collateral, such Fund shall notify the Agent thereof, and, promptly upon the Agent's request therefor shall deliver such Collateral to the Agent or otherwise deal with such Collateral in accordance with the Agent's instructions.

ARTICLE X

Reserved

ARTICLE XI

Miscellaneous

SECTION 11.01. Fees and Expenses. The Obligors shall pay:

(a) all reasonable out-of-pocket expenses incurred by the Agent, including the reasonable fees, charges and disbursements of sub-agents and no more than one counsel, and one additional local counsel in each applicable jurisdiction, for the Agent, in connection with the preparation, administration and enforcement of this Agreement and the other Fund Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated);

(b) all reasonable out-of-pocket expenses incurred by the Funds, including the reasonable fees, charges and disbursements of counsel and financial advisors for the Funds, in connection with the preparation and administration of this Agreement and the other Fund Documents and any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated);

(c) all reasonable fees, charges and disbursement of one primary counsel and one additional local counsel in each applicable jurisdiction for the Funds in connection with negotiation, execution and delivery of the Collateral Documents and the perfection of the Liens granted thereby; and

(d) all reasonable out-of-pocket expenses incurred by the Agent or any Fund, including the fees, charges and disbursements of legal counsel and financial advisors (solely with respect to financial advisors to the Funds), in connection with the enforcement or protection of its rights in connection with any Fund Document;

provided, that the Obligors (i) shall only be required to reimburse the reasonable costs and out-of pocket expenses of Funds with respect to legal counsel and financial advisors pursuant to clause (b) in an amount not to exceed $1,000,000 in the aggregate after the Effective Date and (ii) shall pay all amounts (x) owed pursuant to Section 11.01(d) upon written demand and (y) all other amounts owed pursuant to Section 11.01 within 30 days of written demand (including documentation reasonably supporting such request).

SECTION 11.02. Indemnity. (a) The Obligors, on a joint and several basis, shall indemnify the Agent (and any sub-agent thereof) and each Related Party of the Agent (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all actions, losses, claims, damages, liabilities and related reasonable out-of-pocket expenses (including the reasonable fees, charges and disbursements of one counsel for all Indemnitees to the extent of no conflict), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Obligors arising out of, in connection with, or as a result of the execution or delivery of this Agreement, any other Fund Document or any agreement or instrument

contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party, by any Fund or by any Obligor other than to the extent losses, claims, liabilities or expenses arise from (i) any Indemnitee's gross negligence, bad faith, willful misconduct or material breach of the Fund Documents or (ii) a dispute solely among Indemnitees.

(b) To the extent that the Obligors for any reason fail to indefeasibly pay any amount required under clause (a) of this Section 11.02 to be paid by it to the Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Fund severally agrees to pay to the Agent (or any such sub-agent) or such Related Party, as the case may be, such Fund's pro rata share (based on the amount of outstanding Deferred Pension Payments held by each Fund as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or against the Agent (or any such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for such Agent (or any such sub-agent) in connection with such capacity.

SECTION 11.03. Remedies. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached.

SECTION 11.04. Consent to Amendments. Neither this Agreement nor any other Fund Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Obligors and the Majority Funds or by the Obligors and the Agent with the consent of the Majority Funds or, in the case of any other Fund Document, pursuant to an agreement or agreements in writing entered into by the Agent and the Obligors that are parties thereto, in each case with the consent of the Majority Funds; *provided* that no such agreement shall:

(a) increase the outstanding amount of any Deferred Pension Payment or Deferred Interest or require deferrals of additional pension contribution payments owed to any Fund without the written consent of such Fund;

(b) reduce amount of any Obligations or reduce the rate of interest thereon, without the written consent of each Fund directly affected thereby;

(c) postpone the date of any scheduled payment of any Deferred Pension Payment, Deferred Interest, or any interest thereon, or reduce the amount of, waive or excuse any such payment, without the written consent of each Fund affected thereby (it being understood that waiver of a mandatory prepayment shall not constitute a postponement or waiver of a scheduled payment);

(d) change Section 2.04 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Fund directly affected thereby (except as set forth in Section 2.01);

(e) change any of the provisions of this Section or the definition of "Majority Funds" or any other provision of any Fund Document to reduce the number or percentage of Funds stated therein required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Fund; and

(f) release all or substantially all the Collateral (except as expressly permitted by this Agreement) without the consent of each Fund;

provided, further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Agent, hereunder or under any other Fund Document without the prior written consent of the Agent.

SECTION 11.05. Successors and Assigns. This Agreement 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. Any business entity into which the Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Agent shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Agent, shall be the successor of the Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

SECTION 11.06. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 11.07. Counterparts. This Agreement 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 agreement.

SECTION 11.08. Descriptive Headings; Interpretation. The headings and captions used in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

SECTION 11.09. Entire Agreement. This Agreement and the other Fund Documents constitute the entire contract among the Parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by each of the Parties, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 11.10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such successors and permitted assigns, any legal or equitable rights hereunder.

SECTION 11.11. Schedules. All schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

SECTION 11.12. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the schedules hereto 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 Agreement (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.

SECTION 11.13. Submission to Jurisdiction; Choice of Forum. Each of the Parties submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York sitting in New York County, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Nothing in this Section however shall affect the right of any party to serve legal process in any other manner permitted by law. Each Party agrees that a final judgment (after giving effect to any timely appeals) in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

SECTION 11.14. Mutual Waiver of Jury Trial. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS.

THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTION WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

SECTION 11.15. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to any Obligor, to it c/o YRC Worldwide Inc., 10990 Roe Avenue, Overland Park, Kansas 66211, Attention of Chief Financial Officer (Telecopy No. 913-266-4357);

(ii) if to the Agent, to Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington Delaware 19890, Attention: W. Thomas Morris, Vice President (Telecopy No.: (302) 636-4145; Email: TMorris@wilmingtontust.com); and

(iii) if to any Fund, as set forth on Schedule 11.15.

(b) Notices and other communications by and among the Agent, the Obligors and the Funds hereunder may be delivered or furnished by electronic communications, including Adobe PDF by emails and Internet or intranet websites. Unless the Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor, provided, that if any such notice or other communication is not sent or posted during normal business hours, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION 11.16. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement 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 Agreement.

SECTION 11.17. [Reserved].

SECTION 11.18. Confidentiality. Each of the Funds and the Agent agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential) in connection with the Transactions, (b) to the extent requested by any regulatory authority, including any examiner or auditor in connection with routine examinations or audits conducted pursuant to applicable laws, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (with, to the extent permitted by applicable law, prompt notice thereof to the Primary Obligors), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Fund Document or the enforcement of rights hereunder or thereunder, (f) with the consent of the Primary Obligors or (g) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Agent or any Fund on a nonconfidential basis from a source other than Parent (or its Affiliates). For the purposes of this Section, "Information" means all information received from the Obligors (or their Affiliates) relating to the Obligors' (or their Affiliates') or their business, other than any such information that is available to the Agent or any Fund on a nonconfidential basis prior to disclosure by the Obligors (or their Affiliates).

SECTION 11.19. Intercreditor Agreement. Notwithstanding anything herein to the contrary, each Fund and the Agent acknowledge that the Lien and security interest granted to the Agent pursuant to each Collateral Document and that the exercise of any right or remedy by the Agent are, in each case, subject to the terms, conditions and provisions of the Intercreditor Agreement in all respects. In the event of a conflict or any inconsistency between the terms, conditions and provisions of the Intercreditor Agreement, on the one hand, and any Fund Documents, on the other hand, the terms, conditions and provisions of the Intercreditor Agreement shall govern and control in all respects.

SECTION 11.20. No Effect on Other Obligations. Nothing contained in this Agreement shall be construed or interpreted or is intended as a waiver of or limitation on any rights, powers, privileges or remedies that any Fund has or may have under its respective participation agreement(s) or under applicable law with respect to any contributions or other obligations of any of the Obligors to such Fund, other than the Deferred Pension Payments and any other Obligations.

SECTION 11.21. Effect of Amendment and Restatement. On the Effective Date, the Original Contribution Deferral Agreement shall be amended, restated and superseded in its entirety as set forth herein. The parties hereto acknowledge and agree that (a) this Agreement and the other Fund Documents, whether executed, delivered in connection herewith or otherwise, do not constitute a novation, payment and reborrowing, or termination of the

"Obligations" (as defined in the Original Agreement) under the Original Contribution Deferral Agreement as in effect prior to the Effective Date and (b) such "Obligations" are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Agreement. As to all periods occurring on or after the Effective Date, all of the covenants set forth in the Original Contribution Deferral Agreement shall be of no further force and effect (with respect to such periods) (it being understood that (i) all obligations of the Obligors under the Original Contribution Deferral Agreement shall be governed by this Agreement from and after the Effective Date, (ii) the terms, provisions and covenants contained in the Original Contribution Deferral Agreement shall continue to apply for all periods prior to the Effective Date and (iii) the effectiveness of this Agreement shall not excuse or waive any failure to comply with any of the terms, provisions or covenants contained in the Original Contribution Deferral Agreement for any period prior to the Effective Date).

[Signature Pages Follow**]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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:
Title:

USF HOLLAND, INC., as an Obligor

By ____________________________
Name:
Title:

NEW PENN MOTOR EXPRESS, INC., as an Obligor

By ____________________________
Name:
Title:

USF REDDAWAY INC., as an Obligor

By ____________________________
Name:
Title:

WILMINGTON TRUST COMPANY

By ______________________________

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement

Agent

TRUSTEES for the CENTRAL STATES,
SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND, as a Fund

By ________________________________

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

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:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

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:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

SUBURBAN TEAMSTERS OF NO. IL.
PENSION FUND, as a Fund

By ____________________________________

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

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:

Signature Page to Amended and Restated Contribution Deferral Agreement

Fund

HAGERSTOWN MOTOR CARRIERS AND TEAMSTERS PENSION PLAN, as a Fund

By ______________________________

Name:

Title:

TEAMSTERS LOCAL 445 PENSION FUND,
as a Fund

By ______________________________
Name:
Title:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

I.B. of T. UNION LOCAL NO. 710 PENSION FUND, as a Fund

By ______________________________

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement

Fund

NEW ENGLAND TEAMSTERS &
TRUCKING INDUSTRY PENSION FUND,
as a Fund

By ________________________________
Name:
Title:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

TEAMSTERS JC 83 PENSION FUND, as a
Fund

By ____

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

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:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

CENTRAL PENNSYLVANIA TEAMSTERS PENSION FUND, as a Fund

By ______________________________

Name:

Title:

TEAMSTERS LOCAL 641 PENSION FUND,
as a Fund

By ______________________________

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

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:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

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:

Signature Page to Amended and Restated Contribution Deferral Agreement
Fund

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND, as a Fund

By ________________________________

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement

Fund

EMPLOYER-TEAMSTERS LOCAL NOS. 175/505 PENSION TRUST FUND, as a Fund

By ______________________________

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement

Fund

WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND, as a Fund

By ________________________________

Name:

Title:

Signature Page to Amended and Restated Contribution Deferral Agreement

Fund

Exhibit A-1
Form of First Priority Mortgage

Exhibit A-2
Form of Third Priority Mortgage

Exhibit B
Form of Promissory Note

[FORM OF]
NOTE

$[ ][1]

New York, New York
[ ], 20[ ]

For value received, each of the undersigned, YRC Inc., a Delaware corporation ("YRC"), USF Holland Inc., a Michigan corporation ("Holland") and New Penn Motor Express, Inc., a Pennsylvania corporation ("New Penn"), USF Reddaway Inc., an Oregon corporation ("Reddaway"; together with YRC, Holland and Reddaway each, a "Primary Obligor" and collectively, the "Primary Obligors"), hereby jointly and severally promises to pay to [__________] (the "Fund") in immediately available funds in US dollars, $[______] or such lesser amount constituting the aggregate unpaid principal amount of all the Deferred Pension Payments and Deferred Interest deferred by the Fund pursuant to the Amended and Restated Contribution Deferral Agreement, effective as of July 22, 2011, by and among the Primary Obligors, Wilmington Trust Company, as agent, the Fund and other funds party thereto from time to time (as further amended, restated, supplemented or otherwise modified from time to time, the "Contribution Deferral Agreement"), and to pay interest from the date hereof on the principal amount thereof from time to time outstanding (which unpaid principal amount includes: all of the Deferred Pension Payments and Deferred Interest owing to the Fund), in like funds, at said office, at [__________] per annum. The Deferred Pension Payments and the Deferred Interest shall be payable on March 31, 2015 (or, such later date as may be mutually agreed by the applicable Primary Obligors and the Fund with prior notice to the Agent). Payments with respect to interest accruing on such Deferred Pension Payments and Deferred Interest shall be payable in arrears on the fifteenth day of each calendar month commencing on [______], 2011, and upon termination of the Contribution Deferral Agreement. Interest payable hereunder shall be computed on the basis of a 365 day or 366 day year, as the case may be. Terms used but not defined herein shall have the meanings assigned to them in the Contribution Deferral Agreement.

Each of the Primary Obligors jointly and severally promises to pay interest, on demand, on any overdue principal and, to the extent permitted by law, on overdue interest from the due dates at a rate or rates provided in the Contribution Deferral Agreement.

Pursuant to the terms of the Contribution Deferral Agreement, to the extent permitted by applicable law, each Primary Obligor hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever. The nonexercise by the holder hereof of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

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[1] The original principal amount appearing on this Note should include (i) all of the Deferred Pension Payments owing to the Fund and (ii) all of the Deferred Interest owing to the Fund plus for all of the Deferred Pension Payments and Deferred Interest owing to the Fund, all interest accruing on such Deferred Pension Payments and Deferred Interest as of the Effective Date.

All deferred pension contribution payments evidenced by this Note and all payments and prepayments of the principal hereof and interest hereon and the respective dates thereof shall be endorsed by the holder hereof on the schedules attached hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof, or otherwise recorded by such holder in its internal records; provided, however, that the failure of the holder hereof to make such a notation or any error in such notation shall not affect the obligations of the Primary Obligors under this Note.

This Note is one of the Notes referred to in the Contribution Deferral Agreement that, among other things, contains provisions for the acceleration of the maturity hereof upon the happening of certain events, for optional and mandatory prepayment of the principal hereof prior to the maturity hereof and for the amendment or waiver of certain provisions of the Contribution Deferral Agreement, all upon the terms and conditions therein specified. This Note is entitled to the benefit of the Contribution Deferral Agreement and is guaranteed and, subject to terms, conditions and provisions of the Intercreditor Agreement, secured as provided therein and in the other Fund Documents referred to in the Contribution Deferral Agreement. THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

This Note may be executed simultaneously with counterparts, any one of which need not contain the signatures of more than one Primary Obligor, but all such counterparts taken together shall constitute one and the same Note.

[This space intentionally left blank]

IN WITNESS WHEREOF, each Primary Obligor has caused this Note to be executed and delivered by its duly authorized officer as of the day and year and at the place set forth above.

YRC INC., a Delaware corporation

By: ______________________________
Name:
Title:

USF HOLLAND INC., a Michigan corporation

By: ______________________________
Name:
Title:

NEW PENN MOTOR EXPRESS, INC., a Pennsylvania corporation

By: ______________________________
Name:
Title:

USF REDDAWAY INC., an Oregon corporation

By: ______________________________
Name:
Title:

Schedule A to Note

Principal

Date	Unpaid Principal Amount of this Note	Amount of Principal of this Note Repaid

Exhibit C
Form of Guarantee

See attached.

NON-RECOURSE GUARANTY AGREEMENT

THIS NON-RECOURSE GUARANTY AGREEMENT (this "Non-Recourse Guaranty"), dated as of June , 2009, is entered into by and among: (i) , (ii) , **[OTHERS]** (iii) each other Affiliate of a Primary Obligor (as defined below) that becomes party hereto from time to time pursuant to a joinder agreement attached hereto as Exhibit A (each a "Guarantor" and collectively the "Guarantors"); (iv) Wilmington Trust Company, as agent for the Funds (as defined below) (together with its permitted successors and assigns, in such capacity, the "Agent") for the benefit of the Funds. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Contribution Deferral Agreement.

RECITALS

WHEREAS, pursuant to the Contribution Deferral Agreement dated as of June , 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Contribution Deferral Agreement") among 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"; together with YRC, Holland and Reddaway, the "Primary Obligors"), the TRUSTEES for the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND (the "CS Pension Fund")**[,]**, each other pension fund which executes a joinder substantially in the form of Exhibit A attached to the Contribution Deferral Agreement (each of the CS Pension Fund and such other pension funds, a "Fund", and collectively, the "Funds") and the Agent, the Funds have agreed to defer the receipt of payment of the Deferred Pension Payments upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has agreed to guaranty the Obligations (as defined in the Contribution Deferral Agreement) of the Primary Obligors;

WHEREAS, each Guarantor will derive substantial direct and indirect benefits from the deferral of the Deferred Pension Payments under the Contribution Deferral Agreement; and

[WHEREAS, it is a condition to the obligation of the Funds to defer the receipt of their respective Deferred Pension Payments under the Contribution Deferral Agreement that the Guarantors shall have executed and delivered this Non-Recourse Guaranty.]

NOW, THEREFORE, in consideration of the premises and to induce the Funds to defer the receipt of payment of the Deferred Pension Payments, each Guarantor hereby agrees with the Funds as follows:

ARTICLE 1

Section 1.1 Defined Terms.

(a) "Guaranteed Obligations" means the due and punctual payment of (a) all Deferred Pension Payments and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Deferred Pension Payments when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (b) all Obligations of the Primary Obligors under the Fund Documents and (c) all other reasonable out-of-pocket fees, costs, expenses (including, without limitation, the fees and expenses of the Agent, Agent's sub-agents and counsel) and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of each Fund and the Agent under this Non-Recourse Guaranty, the Contribution Deferral Agreement, and the other Fund Documents.

ARTICLE 2

Section 2.1 Non-Recourse Guaranty.

(a) Subject to the limitation set forth in Section 2.1(f), each Guarantor hereby agrees that such Guarantor is jointly and severally liable for, and hereby absolutely, irrevocably and unconditionally guarantees to the Agent, the Funds and their respective permitted successors and assigns, the full and prompt payment (whether at stated maturity, by acceleration or otherwise) of, all Guaranteed Obligations owed or hereafter owing to the Agent or the Funds by each of the Primary Obligors and each other Guarantor. Subject to the limitation set forth in Section 2.1(f), each Guarantor agrees that its guaranty obligation hereunder is a continuing guaranty of payment and not of collection, that, subject to Section 2.2 its obligations under this Section 2.1 shall not be discharged until payment in cash, in full, of the Guaranteed Obligations (other than contingent obligations not due and owing) has occurred and this Non-Recourse Guaranty has been terminated, and that its obligations under this Section 2.1 shall be absolute and unconditional, irrespective of, and unaffected by,

(i) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Non-Recourse Guaranty, the Contribution Deferral Agreement, any other Fund Document or any other agreement, document or instrument to which an Obligor is or may become a party;

(ii) the absence of any action to enforce this Non-Recourse Guaranty (including this Section 2.1), the Contribution Deferral Agreement or any other Fund Document or the waiver or consent by the Funds and/or the Agent with respect to any of the provisions thereof;

(iii) the existence, value or condition of, or failure to perfect its Lien against, any security for the Guaranteed Obligations or any action, or the absence of any action, by the Funds and/or the Agent in respect thereof (including the release of any such security);

(iv) the insolvency of any Obligor; or

(v) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor (other than payment or performance).

Each Guarantor shall be regarded, and shall be in the same position, as principal debtor with respect to the Guaranteed Obligations guaranteed hereunder.

(b) To the extent permitted by applicable law, each Guarantor expressly waives all rights it may have now or in the future under any statute, or at common law, or at law or in equity, or otherwise, to compel the Agent or the Funds to marshal assets or to proceed in respect of the Guaranteed Obligations guaranteed hereunder against any other Obligor, any other party or against any security for the payment and performance of the Guaranteed Obligations before proceeding against, or as a condition to proceeding against, such Guarantor. It is agreed among each Guarantor, the Agent and the Funds that the foregoing waivers are of the essence of the transaction contemplated by this Non-Recourse Guaranty and the other Fund Documents and that, but for the provisions of this Section 2.1 and such waivers, the Agent and the Funds would decline to enter into the Contribution Deferral Agreement or any other Fund Document.

(c) Each Guarantor agrees that the provisions of this 2.1 are for the benefit of the Agent and the Funds and their respective permitted successors, transferees, endorsees and assigns, and nothing herein contained shall impair, as between any other Guarantor and the Agent or the Funds, the obligations of such other Guarantor under this Non-Recourse Guaranty or any other Fund Documents.

(d) Notwithstanding anything to the contrary in this Non-Recourse Guaranty or in any other Fund Document, except as set forth in clause (g) of this Section 2.1, until payment in full of the Guaranteed Obligations (other than contingent obligations not due and owing), each Guarantor hereby agrees not to exercise any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off and waives any and all defenses available to a surety, guarantor or accommodation co-obligor of the Guaranteed Obligations. Each Guarantor acknowledges and agrees that this clause (d) is intended to benefit the Agent and the Funds and shall not limit or otherwise affect such Guarantor's liability hereunder or the enforceability of this Section 2.1, and that the Agent and the Funds and their respective permitted successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this clause (d) of this Section 2.1.

(e) If, in the exercise of any of its rights and remedies, the Agent or the Funds would, absent appropriate waivers, forfeit any of their rights or remedies, including its right to enter a deficiency judgment against any Primary Obligor, any other Guarantor or any other Person, whether because of any applicable laws pertaining to "election of remedies" or the like, each Guarantor hereby consents to such action by the Agent or the Funds and waives any claim or defense based upon such action, even if such action by the Agent or the Funds shall result in a full or partial loss of any rights of subrogation that each Guarantor might otherwise have had but for such action by the Agent or the Funds. Any election of remedies that results in the denial or impairment of the right of the Agent or the Funds to seek a deficiency judgment against any Guarantor or any Primary Obligor shall not impair any other Guarantor's obligation to pay the full amount of the Guaranteed Obligations.

(f) Notwithstanding anything in this Non-Recourse Guaranty to the contrary, subject to the Intercreditor Agreement, under this Non-Recourse Guaranty:

(i) no recourse shall be had for the payment or performance of the Guaranteed Obligations against any Guarantor in its individual capacity or any of its trustees, members, managers, officers or directors, other than in connection with the enforcement of Agent's security interest in and lien upon the Collateral such Guarantor provided to secure the Guaranteed Obligations;

(ii) Agent shall not have recourse for payment of the Guaranteed Obligations to any assets of any Guarantor other than the Collateral such Guarantor provided to secure the Guaranteed Obligations; and

(iii) no Guarantor shall be liable, directly or indirectly, for the payment or performance of the Guaranteed Obligations, except to the extent of the Collateral owned by such Guarantor.

(g) To the extent that any Guarantor shall make a payment under this Section 2.1 of all or any of the Guaranteed Obligations (a "Guarantor Payment") that, taking into account all other Guarantor Payments then previously or concurrently made by any other Guarantor, exceeds the amount that such Guarantor would otherwise have paid if each Guarantor had paid the aggregate Guaranteed Obligations satisfied by such Guarantor Payment in the same proportion that such Guarantor's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each of the Guarantors as determined immediately prior to the making of such Guarantor Payment, then, following payment in full in cash of the Guaranteed Obligations (other than contingent indemnity obligations to the extent no claim giving rise

thereto has been asserted) and termination of this Non-Recourse Guaranty, such Guarantor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Guarantor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment. As of any date of determination, the "Allocable Amount" of each Guarantor shall be equal to the maximum amount of the claim that could then be recovered from such Guarantor under this Section 2.1 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law. This clause (g) of this Section 2.1 is intended only to define the relative rights of the Guarantors and nothing set forth in this clause (g) of this Section 2.1 is intended to or shall impair the obligations of the Guarantors, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Non-Recourse Guaranty, including clause (a) of this Section 2.1. The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Guarantor to which such contribution and indemnification is owing. The rights of the indemnifying Guarantors against other Obligors under this clause (g) of this Section 2.1 shall be exercisable only upon the full payment of the Guaranteed Obligations.

(h) The liability of each Guarantor under this Section 2.1 is in addition to and shall be cumulative with all liabilities of each other Guarantor to the Funds and the Agent under this Non-Recourse Guaranty and the other Fund Documents to which such Guarantor is a party or in respect of any Guaranteed Obligations or obligation of the other Guarantor, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE 3

Each Guarantor represents and warrants to the Agent and each of the Funds that:

(a) Organization; Powers. Such Guarantor (a) is organized, validly existing and in good standing (to the extent that such concept is applicable in the relevant jurisdiction) under the laws of the jurisdiction of its organization or incorporation as applicable, and (b) has all corporate or organizational requisite corporate power and authority to carry on its business as now conducted.

(b) Authorization; Enforceability. The guaranty of the Guaranteed Obligations hereunder are within such Guarantor's corporate or organizational powers and have been duly authorized by all necessary organizational and, if required, stockholder or shareholder action. Such Guarantor has all requisite corporate or organizational power to carry out and perform its obligations under the terms of this Non-Recourse Guaranty. Each Guarantor has duly executed and delivered this Non-Recourse Guaranty. This Non-Recourse Guaranty constitutes the

legal, valid and binding obligation of each Guarantor, enforceable against such Guarantor in accordance with its 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.

ARTICLE 4

Section 4.1 Amendments. None of the terms or provisions of this Non-Recourse Guaranty may be waived, amended, supplemented or otherwise modified except as set forth in Section 11.03 of the Contribution Deferral Agreement.

Section 4.2 Notices. All notices, requests and demands to or upon the Agent, any Fund or any Guarantor hereunder shall be effected in the manner provided for in Section 11.14 of the Contribution Deferral Agreement; provided, however, that any such notice, request or demand to or upon any Guarantor shall be addressed to an Obligor's notice address set forth in Section 11.14 of the Contribution Deferral Agreement.

Section 4.3 Successors and Assigns. This Non-Recourse Guaranty shall be binding upon the permitted successors and assigns of each Guarantor and shall inure to the benefit of the Agent, the Funds and their permitted successors and assigns under the Contribution Deferral Agreement.

Section 4.4 Counterparts. This Non-Recourse Guaranty 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 hereto, but all such counterparts taken together shall constitute one and the same Agreement.

Section 4.5 Severability. Whenever possible, each provision of this Non-Recourse Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Non-Recourse Guaranty or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Non-Recourse Guaranty; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 4.6 No Third Party Beneficiaries. This Non-Recourse Guaranty is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and the Funds and their successors and permitted assigns, any legal or equitable rights hereunder.

Section 4.7 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Non-Recourse Guaranty 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 Non-Recourse Guaranty (and all exhibits hereto, if any), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

Section 4.8 Conflicts. With respect to the Agent and the Funds and the obligations of the Agent under the Fund Documents only, in the event of a conflict between this Agreement and the Fund Documents, the terms of the Fund Documents shall govern and control.

Section 4.9 Mutual Waiver of Jury Trial. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS NON-RECOURSE GUARANTY HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTION WITH, RELATED OR INCIDENTAL TO THIS NON-RECOURSE GUARANTY, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Non-Recourse Guaranty to be executed by their respective officers thereunto duly authorized, as of the date first above written.

, as a Guarantor

By: ____________________________
Name:
Title:

, as a Guarantor

By: ____________________________
Name:
Title:

[Signature Page to Non-Recourse Guaranty Agreement]

WILMINGTON TRUST COMPANY, as Agent

By: ______________________________
Name:
Title:

[Signature Page to Non-Recourse Guaranty Agreement]

Exhibit D
Form of Reaffirmation Agreement

Exhibit E-1

Form of Amended and Restated Mortgage (First Priority Collateral)

Exhibit E-2

Form of Amended and Restated Mortgage (Third Priority Collateral)

Exhibit F-1
Senior Credit Facility

Exhibit F-2

10% Series A Convertible Senior Secured Notes Indenture

Exhibit F-3
10% Series B Convertible Senior Secured Notes Indenture

Exhibit G
List of Closing Documents

1) Officer Certificate from each Primary Obligor, attaching recent good standing from its jurisdiction of organization, its organizational documents, resolutions approving the facility and incumbency.

2) Closing Certificate

3) Local Counsel Opinions with respect to each Amended and Restated Mortgage (First Priority Collateral) and Amended and Restated Mortgage (Third Priority Collateral)

4) Provide copies of the executed ABL Facility, ABL Security Documents, Senior Credit Facility, Amended and Restated Pledge and Security Agreement with respect to the Senior Credit Facility, Collateral Trust Agreement with respect to the Convertible Facility, 10% Series A Convertible Senior Secured Notes Indenture, 10% Series B Convertible Senior Secured Notes Indenture, Pledge and Security Agreement with respect to the Convertible Facility

5) Provide copies of other documents delivered in connection with the ABL Facility, the Senior Credit Facility, the Convertible Facility that may be reasonably requested by a Fund or the Agent in advance of the Effective Date

Exhibit 10.7

EXECUTION COPY

YRC WORLDWIDE INC.

10% Series A Convertible Senior Secured Notes due 2015

INDENTURE

Dated as of July 22, 2011

among

YRC WORLDWIDE INC.,
as ISSUER,

THE SUBSIDIARIES PARTY HERETO,
as GUARANTORS,

and

U.S. BANK NATIONAL ASSOCIATION,
as TRUSTEE

TRUST INDENTURE ACT OF 1939, AS AMENDED (“TIA”)
CROSS-REFERENCE TABLE

TIA	Section	Indenture Section
310	(a)(1)	Section 7.10
	(a)(2)	Section 7.10
	(a)(3)	N.A.
	(a)(4)	N.A.
	(a)(5)	N.A.
	(b)	Section 7.08, Section 7.10
	(c)	N.A.
311	(a)	Section 7.11
	(b)	Section 7.11
	(c)	N.A.
312	(a)	Section 2.05
	(b)	Section 14.03
	(c)	Section 14.03
313	(a)	Section 7.06
	(b)(1)	Section 7.06
	(b)(2)	Section 7.06
	(c)	Section 7.06
	(d)	Section 7.06
314	(a)	Section 4.02, Section 4.03
	(b)	Section 13.05
	(c)(1)	Section 13.05, Section 14.04
	(c)(2)	Section 13.05, Section 14.04
	(c)(3)	Section 13.05
	(d)	Section 13.05
	(e)	Section 14.05
	(f)	N.A.
315	(a)	Section 7.01(b)
	(b)	Section 7.05
	(c)	Section 7.01
	(d)	Section 7.01(c)
	(e)	Section 6.11
316	(a)(1)(A)	Section 6.05
	(a)(1)(B)	Section 6.04
	(a)(2)	N.A.
	(b)	Section 6.07
	(c)	Section 1.05(e)
317	(a)(1)	Section 6.08
	(a)(2)	Section 6.09
	(b)	Section 2.04
318	(a)	Section 14.01

N.A. means not applicable.

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be a part of this Indenture.

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Exhibit A – Form of Security

Exhibit B – Form of Supplemental Indenture

INDENTURE, dated as of July 22, 2011, among YRC WORLDWIDE INC., a Delaware corporation, as issuer (the "Company"), certain of the Company's Domestic Subsidiaries from time to time party hereto, as guarantors, and U.S. BANK NATIONAL ASSOCIATION, as trustee (together with its successors and assigns, in such capacity, the "Trustee").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Company's 10% Series A Convertible Senior Secured Notes due 2015:

Article I
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

"ABL Agent" means JPMorgan Chase Bank, N.A., together with its successors and permitted assigns.

"ABL Borrower" means YRCW Receivables LLC, a special purpose, bankruptcy-remote Restricted Subsidiary of the Company.

"ABL Credit Agreement" means the Credit Agreement, dated as of the Issue Date, by and among the ABL Borrower, the Company, as servicer, the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent thereunder, together with its successors and permitted assigns, as amended or otherwise modified time to time and any documents related thereto; *provided* that any amendment or modification is not materially adverse to the Holders. For the avoidance of doubt, any amendment or modification that meets the conditions described in clause (b) of the definition of "Qualified Receivables Financing" shall not be deemed to be materially adverse to the Holders.

"Acceleration Premium" shall mean, in connection with any accelerated payment of any of the Securities pursuant to Article VI of this Indenture or the Securities, the aggregate present value as of the date of such accelerated payment of the amount of unpaid interest (exclusive of interest that has been accrued to the date of such accelerated payment, but inclusive of any interest that would have become payable on PIK Securities or on any increased principal amount of Securities as a result of the payment of PIK Interest if such accelerated payment had not been made) that would have been payable in respect of the principal amount of the Securities (including any PIK Securities or any increase in the principal amount of the Securities as a result of the payment of PIK Interest), then outstanding, with the present value determined by discounting, on a semi-annual basis, such interest at the Reinvestment Rate (determined on the third Business Day preceding the date such declaration of acceleration is made) from the respective dates on which such interest payments would have been payable if such accelerated payment had not been made.

"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. Solely for purposes of Section 2.08, no Person will be deemed to "Control" another Person solely by virtue of their ownership of less than 20 percent of the voting power of the voting securities of such other Person.

"Amended and Restated Credit Agreement" means the Credit Agreement, dated as of the Issue Date, among the Company, the lenders party thereto from time to time and JPMorgan Chase Bank, National Association, as administrative agent thereunder.

"Asset Backed Agent" means the agent under any Asset Backed Credit Facility together with its successors and assigns.

"Asset Backed Credit Facility" means (i) any credit facility (other than the ABL Credit Agreement) with an advance rate on the basis of the value of inventory or accounts receivable (and, in each case, related assets) to the Company or any of its Restricted Subsidiaries or similar instrument, that refinances, replaces or otherwise restructures the ABL Credit Agreement, including any agreement extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or any successor or replacement agreement or agreements or increasing the amount loaned or issued thereunder or altering the maturity thereof, and (ii) any similar credit support agreements or guarantees Incurred from time to time, as amended, supplemented, modified, extended, restructured, renewed, restated, refinanced or replaced in whole or in part from time to time; *provided* that any credit facility that refinances or replaces an Asset Backed Credit Facility must comply with clause (i) of this definition in order to be an Asset Backed Credit Facility.

"Asset Backed Credit Facility Intercreditor Agreement" means any intercreditor agreement entered into by the Company and/or any of its Restricted Subsidiaries, the Asset Backed Agent, the Collateral Trustee and other applicable secured parties with respect to any shared collateral.

"Bank Group Cash Management Obligations" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement, as in effect on the date hereof.

"Bank Group Obligations" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement.

"Bank Group Representative" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement.

"Bank Indebtedness" means any and all amounts payable under or in respect of the Credit Agreement and the other Credit Agreement Documents as amended, restated, supplemented, waived, replaced, restructured, repaid, refunded, refinanced or otherwise modified from time to time (including after termination of the Credit Agreement), including principal, premium (if any),

interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations, guarantees and all other amounts payable thereunder or in respect thereof.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended.

"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 Board of Directors and to be in full force and effect, and delivered to the Trustee.

"Business Day" means a day, other than a Saturday or Sunday, that in The City of New York or at a place of payment is not a day on which banking institutions are authorized or required by law, regulation or executive order to close.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock or shares;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person;

provided, *however*, that all convertible Indebtedness, including the Securities, the Other Securities and the Company's 3.375% contingent convertible notes due 2023, 5% contingent convertible senior notes due 2023 and 6% convertible senior notes due 2014, shall be deemed Indebtedness, and not Capital Stock, unless and until the applicable part of any such Indebtedness is converted into Common Stock.

"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 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; *provided* that, for the avoidance of doubt, any obligations relating to a lease that was accounted for by such Person as an operating lease as of the Issue Date and any similar lease entered into after the Issue Date by such Person shall be accounted for as an operating lease and not a Capitalized Lease Obligation.

"Certificate of Incorporation" means the Company's certificate of incorporation, as it may be amended from time to time.

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

"Collateral" means any and all property owned, leased or operated by a Person covered by the Collateral Documents and any and all other property of the Company or any Guarantor, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Collateral Trustee and for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement) to secure the Secured Obligations (as defined in the Collateral Trust Agreement); *provided* that Collateral shall exclude Excluded Property.

"Collateral Documents" means, collectively, the Security Agreement, the Security and Collateral Agency Agreement, the Mortgages, the Vehicle Title Custodial Agreement, the Intercreditor Agreements and all other agreements, instruments and documents executed in connection with this Indenture that are intended to create, perfect or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, mortgages, deeds of trust, collateral trust agreements, intercreditor agreements or collateral sharing agreements, loan agreements, notes, guarantees, subordination agreements, pledges, powers of attorney, consents, assignments, contracts, fee letters, notices, leases, financing statements and all other written matter whether heretofore, now, or hereafter executed by the Company or any Guarantor and delivered to the Collateral Trustee, in each case that is intended to create, perfect or evidence Liens to secure the Secured Obligations, as the same may be amended, amended and restated, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time.

"Collateral Trust Agreement" means the Collateral Trust Agreement among the Company, the Subsidiaries of the Company from time to time party thereto, the Trustee, the trustee under the Other Securities Indenture and U.S. Bank National Association, as Collateral Trustee, dated as of the Issue Date, as it may be amended, restated, supplemented, modified, extended, renewed or replaced from time to time in accordance with its terms.

"Collateral Trustee" means U.S. Bank National Association, together with its successors and permitted assigns, in its capacity as collateral trustee under the Collateral Trust Agreement, the Security Agreement and any other Collateral Document (and to the extent applicable any co-trustee or separate trustee appointed by the Collateral Trustee pursuant to the Collateral Trust Agreement).

"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.

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof;

provided that the term Contingent Obligations shall not include endorsements of instruments for deposit or collection in the ordinary course of business.

"Contribution Deferral Agreement" means that certain Amended and Restated Contribution Deferral Agreement, dated as of the Issue Date, by and between YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc., USF Reddaway Inc., certain other of the Subsidiaries of the Company, the Trustees for the Central States, Southeast and Southwest Areas Pension Fund, the Pension Fund Entities (as defined in the Amended and Restated Credit Agreement) and each other pension fund from time to time party thereto and Wilmington Trust Company, and all agreements, instruments and other documentation related thereto, all as the same may be amended, amended and restated, restated, supplemented or otherwise modified in accordance with the terms hereof.

"Conversion Price" means, in respect of each Security, as of any date, $1.00 divided by the Conversion Rate as of such date.

"Corporate Trust Office" means the office of the Trustee at which at any time this Indenture shall be administered, which office at the date of execution of this instrument is located at the address of the Trustee in Philadelphia, Pennsylvania specified in Section 14.02 hereof, except that with respect to the surrender of Securities for registration of transfer, exchange, purchase, redemption or conversion or the office where Global Securities shall be deposited as custodian for the Depositary, such term means the address of the Trustee in St. Paul, Minnesota specified in Section 14.02 hereof and with respect to presentation or surrender of Securities for payment such term means the office or agency of the Trustee at which at any particular time its corporate agency business shall be conducted in the Borough of Manhattan, The City of New York, which office or agency on the Issue Date is located at 100 Wall Street, New York, New York 10005, Attention Corporate Trust Services, or, in the case of any of such offices or agency, 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).

"Credit Agreement" means (i) the Amended and Restated Credit Agreement, including the letter of credit facility, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced, renewed, extended or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof, (ii) any Asset Backed Credit Facility and (iii) whether or not the Indebtedness referred to in clauses (i) or (ii) remains outstanding, if designated by the Company to be included in the definition of "Credit Agreement," one or more (A) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrow from lenders against such receivables) or letters of credit, (B) debt securities, indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances), or (C) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time.

"Credit Agreement Documents" means the collective reference to any Credit Agreement, any notes issued pursuant thereto and the guarantees thereof, any fee letters related thereto, and the collateral documents relating thereto, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified, in whole or in part, from time to time.

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

"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.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"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.

"Excluded Property" has the meaning assigned to such term in the Security Agreement.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction.

"Foreign Subsidiary" means a Subsidiary not organized or existing under the laws of the United States of America or any state or territory thereof or the District of Columbia.

"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 Issue Date, except with respect to any reports or financial information required to be delivered pursuant to Section 4.02 hereof, which shall be prepared in accordance with GAAP as in effect on the date thereof.

"Global Securities" means Securities that are in the form of the Securities attached hereto as Exhibit A with the appropriate legends.

"guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"Guarantee" means an unconditional guaranty of the Secured Obligations given by any Subsidiary pursuant to the provisions of Article XII of this Indenture.

"Guarantor" means each of (i) YRC Inc., a Delaware corporation, 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, YRC Association Solutions, Inc., a Delaware corporation, Express Lane Service, Inc., a Delaware corporation, YRC International Investments, Inc., a Delaware corporation, USF RedStar LLC, a Delaware limited liability company, USF Dugan Inc., a Kansas corporation, USF Technology Services Inc., an Illinois corporation, YRC Mortgages, LLC, a Delaware limited liability company, New Penn Motor Express, Inc., a Pennsylvania corporation, Roadway Express International, Inc., a Delaware corporation, Roadway Reverse Logistics, Inc., an Ohio corporation, USF Bestway Inc., an Arizona corporation, USF Canada Inc., a Delaware corporation, USF Mexico Inc., a Delaware corporation and USFreightways Corporation, a Delaware corporation, (ii) each Subsidiary that executes and delivers a Guarantee pursuant to Section 12.07(b) 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. References to Guarantor or Guarantors, where appropriate, shall include such Guarantor, or Guarantors, in its or their capacity as a grantor or mortgagor under the applicable Collateral Documents.

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

"IBT MOU" means the Agreement for the Restructuring of the YRC Worldwide, Inc. Operating Companies, dated September 24, 2010, among YRC Inc., USF Holland, Inc. and New Penn Motor Express , Inc. and the Teamsters National Freight Industry Negotiating Committee.

"Incur" means issue, assume, guarantee, incur or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

"Indebtedness" means, with respect to any Person:

(1) the principal and premium (if any) of any indebtedness of such Person, whether or not contingent, (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof), (c) representing the deferred and unpaid purchase price of any property (except any such balance that (i) constitutes a trade payable or similar obligation to a trade creditor Incurred in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (iii) liabilities accrued in the ordinary course of business), which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto, (d) in respect of Capitalized Lease Obligations, or (e) representing any Swap Obligations, if and to the extent that any of the foregoing would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise, the obligations referred to in clause (1) of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business); and

(3) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); *provided, however,* that the amount of such Indebtedness will be the lesser of: (a) the Fair Market Value (as determined in good faith by the Company) of such asset at such date of determination, and (b) the amount of such Indebtedness of such other Person;

provided, however, that notwithstanding the foregoing, Indebtedness shall be deemed not to include (1) Contingent Obligations Incurred in the ordinary course of business and not in respect of borrowed money; (2) deferred or prepaid revenues; (3) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller; or (4) Obligations under or in respect of Qualified Receivables Financing.

Notwithstanding anything in this Indenture to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under this Indenture but for the application of this sentence shall not be deemed an Incurrence of Indebtedness under this Indenture.

"Indenture" means this instrument, 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.

"Intercreditor Agreements" means the Senior Priority Lien Intercreditor Agreement, the Collateral Trust Agreement, the Security and Collateral Agency Agreement and such other intercreditor agreements as may be entered into from time to time by the Company with respect to the Collateral.

"Issue Date" means July 22, 2011.

"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, with respect to any property or asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such property or asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such property or asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidated Damages" means "Liquidated Damages" (as defined in the Registration Rights Agreement and calculated by the Company).

"Material Adverse Effect" means (a) a material adverse effect on (i) the business, assets, operations or condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole, (ii) the ability of the Company to perform any of its obligations under this Indenture, the Securities or the Collateral Documents or (iii) the rights of or benefits available to the Secured Parties under this Indenture and the Collateral Documents or (b) a material impairment of a material portion of the Collateral or of any Lien on any material portion of the Collateral in favor of or for the benefit of the Collateral Trustee or the priority of such Liens.

"Mortgage" means each mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Collateral Trustee for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement), on owned real property of the Company or any Guarantor, including any amendment, amendment and restatement, restatement, modification, supplement, extension, renewal or replacement thereto.

"Obligations" means, with respect to any indebtedness, any obligation thereunder or in connection therewith, including, without limitation, principal, premium and interest (including post-petition interest thereon), penalties, liquidated damages, fees, costs, expenses, indemnifications, reimbursements, damages and other liabilities, whether now existing or hereafter arising, whether arising before or after the commencement of any case with respect to any obligor thereof under the Bankruptcy Code or any similar statute (including the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, or secured or unsecured, and including without limitation Acceleration Premium.

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

"Officers' Certificate" means a written certificate containing the statements specified in Section 14.05, signed by any two Officers and delivered to the Trustee.

"Opinion of Counsel" means a written opinion containing the statements specified in Section 14.05, from legal counsel, who may be an employee of, or counsel to, the Company, who is acceptable to the Trustee and delivered to the Trustee.

"Other Securities" means the Company's 10% Series B Convertible Senior Secured Notes due 2015 issued pursuant to the Other Securities Indenture.

"Other Securities Indenture" means the indenture, dated as of the Issue Date, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee, pursuant to which the Other Securities were issued on the Issue Date.

"Permitted Liens" means "Permitted Liens" as such term is defined in the Other Securities Indenture.

"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.

"PIK Interest" means interest paid in the form of (1) an increase in the outstanding principal amount of the Securities or (2) the issuance of PIK Securities.

"PIK Securities" means additional Securities issued under this Indenture on the same terms and conditions as the Securities issued on the Issue Date in connection with the payment of PIK Interest.

"Principal Amount" or "principal amount" of a Security means the Principal Amount as set forth on the face of the Security or, in the case of a Global Security, as such Principal Amount may be increased or decreased as set forth in Schedule I attached thereto, in all cases including any increase in the principal amount of the Securities as a result of the payment of PIK Interest.

"Principal Market" means 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.

"Qualified Receivables Financing" means "Qualified Receivables Financing" as such term is defined in the Other Securities Indenture.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of the Issue Date, among the Company, the Guarantors party thereto and the Holders party thereto, relating to the Securities.

"Reinvestment Rate" shall mean with respect to the Securities, 0.50% plus the arithmetic mean of the yields under the heading "Week Ending" published in the most recent Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the accelerated payment date of the Securities. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Acceleration Premium shall be used.

"Required Charter Amendment" means an amendment to the Certificate of Incorporation increasing the Company's total number of shares of Common Stock authorized for issuance to no less than 6,045,422,914 shares of Common Stock.

"Responsible Officer" means, when used with respect to the Trustee, any officer assigned to the Corporate Trust Department (or any successor division or unit) of the Trustee located at the Corporate Trust Office of the Trustee, who shall have direct responsibility for the administration of this Indenture, and for the purposes of Section 7.01(c)(ii) and the second sentence of Section 7.05 shall also include any other officer of the Trustee to whom any corporate trust matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"Restricted Subsidiary" means "Restricted Subsidiary" as such term is defined in the Other Securities Indenture.

"Restructuring Agreement" means the letter agreement related to restructuring, dated as of April 29, 2011, among the Company and the participating lenders party thereto.

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

"SEC" means the Securities and Exchange Commission.

"Secured Indebtedness" means any Indebtedness secured by a Lien.

"Secured Obligations" means the Restructuring Note Obligations (as defined in the Collateral Trust Agreement).

"Secured Parties" means the Trustee, each Holder and each other holder of Secured Obligations.

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

"Security" or "Securities" means any of the Company's 10% Series A Convertible Senior Secured Notes due 2015, as amended or supplemented from time to time, issued under this Indenture, including any PIK Securities issued in respect of Securities and any increase in the principal amount of outstanding Securities as a result of the payment of PIK Interest.

"Security Agreement" means that certain Pledge and Security Agreement (including any and all supplements thereto), dated as of the Issue Date, by and among the Company, the Subsidiaries of the Company from time to time party thereto and the Collateral Trustee, for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement), and any other pledge or security agreement entered into, after the date of this Indenture by the Company or any Subsidiary (as required by this Indenture or any Collateral Document), or any other Person, as the same may be amended, amended and restated, restated, supplemented, modified, extended, renewed or replaced from time to time.

"Security and Collateral Agency Agreement" means the Security and Collateral Agency Agreement, dated as of the Issue Date, among the Company, certain of its Subsidiaries from time to time party thereto, the Bank Group Representative, the Collateral Trustee and JPMorgan Chase Bank, National Association, as collateral agent for the benefit of the Bank Group Secured Parties (as defined in the Senior Priority Lien Intercreditor Agreement) and the Secured Parties (as defined in the Collateral Trust Agreement), as the same may be amended, amended and restated, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time.

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

"Senior Lenders" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement.

"Senior Priority After-Acquired Property" means any and all assets or property of the Company or any Guarantor that secures any Bank Indebtedness that is not already subject to the Lien under the Collateral Documents, except to the extent such asset or property constitutes Excluded Property.

"Senior Priority Lien Intercreditor Agreement" means the intercreditor agreement, dated as of the Issue Date, among JPMorgan Chase Bank, National Association, as administrative agent under the Amended and Restated Credit Agreement, the Collateral Trustee, as collateral trustee under the Collateral Trust Agreement, Wilmington Trust Company, as agent under the Contribution Deferral Agreement, the ABL Agent (solely for purposes of acknowledging certain provisions) and the other parties from time to time party thereto, as it may be amended, amended and restated, restated, supplemented, modified replaced, extended, restructured or renewed from time to time in accordance with this Indenture.

"Senior Priority Lien Obligations" means (i) all Bank Indebtedness secured by a Lien, (ii) Swap Obligations of the Company and its Subsidiaries, (iii) all Bank Group Cash Management Obligations, (iv) all obligations of the Company and its Subsidiaries secured pursuant to an Asset Backed Credit Facility, if any, and (v) all obligations pursuant to the Contribution Deferral Agreement.

"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 on which the principal amount of such Security becomes due and payable as therein or herein provided, whether at the date specified as the maturity date in the form of Security or by declaration of acceleration, call for redemption or otherwise.

"Subordinated Indebtedness" means (a) with respect to the Company, any Indebtedness of the Company which is by its terms subordinated in right of payment to the Securities, and (b) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to its Guarantee.

"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.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; *provided* that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Company or any Subsidiary shall be a Swap Agreement.

"Swap Obligations" means any and all obligations of the Company or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder entered into with a counterparty that was a lender or an Affiliate of a lender under the Credit Agreement at the time such Swap Agreement was entered into, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction.

"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.

"Transactions" means (i) the execution, delivery and performance by the Company of the Amended and Restated Credit Agreement, the borrowing of loans thereunder and the use of the proceeds thereof, the issuance of letters of credit thereunder and the execution, delivery and performance by the Company and the Subsidiary guarantors of the other Loan Documents (as defined in the Amended and Restated Credit Agreement), (ii) the consummation of the Non-US Tranche Conversion and Termination, the Swingline Loan Conversion, the Revolving Loan Conversion, the Deferred Amounts Conversion, the Term Loan Exchange and the Equity Exchange (all as defined in the Amended and Restated Credit Agreement) and (iii) the consummation of those certain transactions defined in the Restructuring Agreement.

"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 successor.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other jurisdiction the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Vehicle Title Custodial Agreement" means that certain Amended and Restated Custodial Administration Agreement, dated as of the Issue Date, by and among the Company, certain of the Subsidiaries of the Company from time to time party thereto, VINtek, Inc., the Bank Group Representative, the Collateral Trustee and JPMorgan Chase Bank, National Association, as collateral agent under the Security and Collateral Agency Agreement, as the same may be amended, amended and restated, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time.

"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).

Section 1.02. Other Definitions.

Term	Defined in Section
Act	Section 1.05(a)
Agent Members	Section 2.12(b)(v)
As-Converted-to-Common-Stock-Basis	Section 11.01
Conversion Agent	Section 2.03
Conversion Date	Section 10.02
Conversion Rate	Section 10.06
Conversion Shares	Section 10.01
Depositary	Section 2.01(a)
DTC	Section 2.01(a)
Event of Default	Section 6.01
Ex-Date	Section 10.06(f)
Legal Holiday	Section 14.08
Paying Agent	Section 2.03
Record Date	Section 10.06(g)
Registrar	Section 2.03
Rule 144A Information	Section 4.05
Spin-Off	Section 10.06(c)
Trigger Event	Section 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 in this Article;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) “or” is not exclusive;

(d) “including” means including, without limitation;

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

(f) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision hereof;

(g) unsecured Indebtedness shall not be deemed to be subordinated or junior to secured Indebtedness merely because it is unsecured, (2) secured Indebtedness shall not be deemed to be subordinated or junior to any other secured Indebtedness merely because it has a junior priority with respect to the same collateral and (3) Indebtedness that is not guaranteed shall not be deemed to be subordinated or junior to Indebtedness that is guaranteed merely because of such guarantee; and

(h) references herein to Articles, Sections, Annexes and Exhibits are references to Articles, Sections, Annexes and Exhibits to this Indenture unless the context otherwise clearly indicates.

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 form set forth on Exhibit A, which is 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.

The terms and provisions contained in the Securities will constitute, and are hereby expressly made, a part of this Indenture and the Company, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Security conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(a) Issuance of Global Securities. Securities 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. The Company initially appoints DTC to act as Depositary with respect to the Global Securities.

(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 the payment of PIK Interest, 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 2.11 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, upon receipt of a Company Order and 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 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 an officer or other authorized signatory of the Trustee, 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 $140,000,000 upon receipt of a Company Order and an Opinion of Counsel covering such matters as the Trustee or the Collateral Trustee may reasonably request without any further action by the Company. In addition, in connection with the payment of PIK Interest, the Trustee shall upon receipt of a Company Order and an Opinion of Counsel authenticate and deliver PIK Securities for an aggregate principal amount specified in such Company Order for such PIK Securities issued hereunder. No other Securities may be authenticated and delivered hereunder.

The Securities shall be issued only in registered form without coupons and only in minimum denominations of $1.00 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 4.04. The term Conversion Agent includes any additional conversion agent, including any named pursuant to Section 4.04.

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 March 15 and September 15 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, upon receipt of a Company Order, 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, upon receipt of a Company Order, authenticate and deliver, the Securities that the Holder making the exchange is entitled to receive.

None of the Trustee, the Registrar or the Company shall be required (i) to issue, register the transfer of or exchange any Security during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Securities selected for redemption under Article III and ending at the close of business on the day of such mailing, (ii) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part or (iii) to register the transfer of or to exchange a Security between a record date and the next succeeding interest payment date.

(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) All Global Securities and Certificated Securities issued upon any registration of transfer or exchange of Global Securities or Certificated Securities will be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Securities or Certificated Securities surrendered upon such registration of transfer or exchange.

(g) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar to effect a registration of transfer or exchange may be submitted by facsimile.

(h) Each Holder of a Security agrees to indemnify the Trustee and the Company against any liability that may result from the transfer, exchange or assignment of such Holder's Security in violation of any provision of this Indenture and/or applicable United States federal or state securities laws.

(i) None of the Trustee, Paying Agent, Registrar or Conversion Agent shall have any obligation or duty to monitor, determine or inquire as to compliance with restrictions, if any, on transfer imposed under this Indenture or under any applicable law with respect to any transfer of 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 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.

(j) 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 a Responsible Officer of 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 (including any outstanding PIK Securities and any increased principal amounts as a result of the payment of PIK Interest), except for those cancelled by it or delivered to it for cancellation, those paid pursuant to Section 2.07 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 of the Company 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 Article IV and Article IX). Upon request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Securities, if any, known by the Company to be owned or held by or for the account of the Company or any Affiliate of the Company, and the Trustee shall be entitled to accept and rely upon such Officers' Certificate as conclusive evidence of the facts set forth therein and of the fact that all Securities not listed therein are outstanding for the purpose of any determination. To the extent permitted by the TIA, certain provisions of the TIA applicable to the foregoing have been expressly excluded and are covered by Section 6.04 and Section 6.05 hereof.

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 redemption 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 redemption or the payment of principal at Stated Maturity, then immediately after such redemption date or Stated Maturity, as the case may be, such Securities (or portion thereof) repaid shall cease to be outstanding and interest, if any, premium, if any, and Liquidated Damages, if any, on such Securities (or portion thereof) repaid shall cease to accrue; *provided* that if such Securities are to be redeemed, notice of such redemption 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 receipt of a 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, upon receipt of a Company Order, 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 redemption by the Company pursuant to 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, except as otherwise permitted by this Indenture. 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 in respect thereof, premium, if any, and accrued and unpaid interest and Liquidated Damages, if any, thereon, for the purpose of conversion, 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) 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, upon receipt of a Company Order, 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. None of the Trustee, the Paying Agent, the Registrar or the Conversion Agent shall have any responsibility or obligation to any beneficial owner in a Global Security, an Agent Member or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any Agent Member, with respect to any ownership interest in the Securities or with respect to the delivery to any Agent Member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption) or the payment of any amount or the delivery or any securities or other assets, under or with respect to such Securities. All notices and communications to be given to the Securityholders and all payments and deliveries to be made to Securityholders under the Securities and this Indenture shall be given or made only to or upon the order of the registered holders (which shall be the Depositary or its nominee in the case of the Global Security). The rights of beneficial owners in the Global Security shall be exercised only through the Depositary subject to the applicable procedures. The Trustee, the Paying Agent, the Security Registrar and the Conversion Agent shall be entitled to rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners. The Trustee, the Paying Agent, the Security Registrar and the Conversion Agent shall be entitled to deal with the Depositary, and any nominee thereof, that is the registered holder of any Global Security for all purposes of this Indenture relating to such Global Security (including the payment of principal, premium, if any, interest and Liquidated Damages, if any, and securities and other assets, and the giving of instructions or directions by or to the owner or holder of a beneficial ownership interest in such Global Security) as the sole Holder of such Global Security and shall have no obligations to the beneficial owners thereof. None of the Trustee, the Paying Agent or the Security Registrar shall have any responsibility or liability for any acts or omissions of the Depositary with respect to such Global Security, for the records of any such Depositary, including records in respect of beneficial ownership interests in respect of any such Global Security, for any transactions between the Depositary and any Agent Member or between or among the Depositary, any such Agent Member and/or any holder or owner of a beneficial interest in such Global Security, or for any transfers of beneficial interests in any such Global Security. 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 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 and that reliance may be placed only on the other identification numbers printed on the Securities, and any such notice 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.

Section 2.14. PIK Interest.

(a) On each interest payment date, the Company shall pay interest on the Securities entirely in PIK Interest. No later than two Business Days prior to the relevant interest payment date the Company shall deliver to the Trustee and the Paying Agent (if other than the Trustee), (i) with respect to Securities represented by Certificated Securities, the required amount of new PIK Securities represented by Certificated Securities (rounded up to the nearest whole dollar) and a Company Order to authenticate and deliver such PIK Securities or (ii) with respect to Securities represented by one or more Global Securities, a Company Order to increase the outstanding principal amount of such Global Securities by the required amount (rounded up to the nearest whole dollar) (or, if necessary, pursuant to the requirements of the Depositary or otherwise, the required amount of new PIK Securities represented by Global Securities (rounded up to the nearest whole dollar) and a Company Order to authenticate and deliver such new Global Securities).

(b) Any PIK Securities shall, after being executed and authenticated pursuant to Section 2.02, be (i) if such PIK Securities are Certificated Securities, mailed to the Person entitled thereto as shown on the register maintained by the Registrar for the Certificated Securities as of the relevant record date or (ii) if such PIK Securities are Global Securities, deposited into the account specified by the Holder or Holders thereof as of the relevant record date. Alternatively, in connection with any payment of PIK Interest, the Company may direct the Paying Agent to make appropriate amendments to the schedule of principal amounts of the relevant Global Securities outstanding for which PIK Securities will be issued and arrange for deposit into the account specified by the Holder or Holders thereof as of the relevant record date.

(c) Payment shall be made in such form and terms as specified in this Section 2.14 and the Company shall and the Paying Agent may take additional steps as is necessary to effect such payment. The Company may not issue PIK Securities in lieu of paying interest in cash if such interest is payable with respect to any principal amount that is due and payable, whether at Stated Maturity, upon redemption, repurchase or otherwise.

Article III
REDEMPTION OF SECURITIES

Section 3.01. Right of Redemption. No sinking fund is provided for the Securities. The Securities may be redeemed at any time at the election of the Company, as a whole or from time to time in part, at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest, and Liquidated Damages, if any, to the redemption date.

The Company may, at any time and from time to time, purchase Securities in the open market or otherwise, subject to compliance with this Indenture and all applicable securities laws.

Section 3.02. Applicability of Article. Redemption of Securities, as permitted or required by any provision of this Indenture, shall be made in accordance with such provision and this Article.

Section 3.03. Notices to Trustee. If the Company elects to redeem Securities pursuant to Section 3.01, it shall notify the Trustee in writing of (i) the Section of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Securities to be redeemed and (iv) the redemption price. The Company shall give notice to the Trustee provided for in this paragraph at least 30 days but not more than 60 days before a redemption date, unless a shorter period is acceptable to the Trustee. Such notice shall be accompanied by an Officers' Certificate and Opinion of Counsel from the Company to the effect that such redemption will comply with the conditions herein, as well as such notice required to be delivered under Section 3.05 below. If fewer than all the Securities are to be redeemed, the record date relating to such redemption shall be selected by the Company and given to the Trustee, which record date shall be not fewer than 15 days after the date of notice to the Trustee. Any such notice may be canceled in writing at any time prior to notice of such redemption being mailed to any holder and shall thereby be void and of no effect.

Section 3.04. Selection of Securities to Be Redeemed. In the case of any partial redemption, selection of the Securities for redemption will be made by the Trustee on a pro rata basis or by lot to the extent practicable or such other method as the Trustee shall deem fair and appropriate; *provided* that no Securities of $1.00 or less shall be redeemed in part. The Trustee shall make the selection from outstanding Securities not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than $1.00. Securities and portions of them the Trustee selects shall be in amounts of $1.00 or integral multiples thereof. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption. The Trustee shall notify the Company promptly of the Securities or portions of Securities to be redeemed.

Section 3.05. Notice of Redemption.

(a) At least 30 days but not more than 60 days before a redemption date pursuant to Section 3.01, the Company shall mail or cause to be mailed by first-class mail a notice of redemption to each Holder whose Securities are to be redeemed.

Any such notice shall be prepared by the Company and shall identify the Securities to be redeemed and shall state:

(i) the redemption date;

(ii) the redemption price and the amount of accrued interest to the redemption date;

(iii) the name and address of the Paying Agent;

(iv) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price, *plus* accrued interest and Liquidated Damages, if any;

(v) if fewer than all the outstanding Securities are to be redeemed, the certificate numbers and principal amounts of the particular Securities to be redeemed, the aggregate principal amount of Securities to be redeemed and the aggregate principal amount of Securities to be outstanding after such partial redemption;

(vi) that, unless the Company defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest and Liquidated Damages, if any, on Securities (or portion thereof) called for redemption ceases to accrue on and after the redemption date;

(vii) if the redemption date is after the second anniversary of the Issue Date, the Conversion Price that the Securities subject to redemption may be converted at any time before the close of business on the second Business Day immediately preceding the redemption date and the place or places where such Securities may be surrendered for conversion;

(viii) the CUSIP number, ISIN and/or “Common Code” number, if any, printed on the Securities being redeemed; and

(ix) that no representation is made as to the correctness or accuracy of the CUSIP number or ISIN and/or “Common Code” number, if any, listed in such notice or printed on the Securities.

(b) At the Company’s request, the Trustee shall give the notice of redemption in the Company’s name and at the Company’s expense. In such event, the Company shall provide the Trustee with an Officers’ Certificate requesting that the Trustee give such notice and including the notice required by this Section at least three Business Days prior to the date such notice is to be provided to Holders in the final form such notice is to be delivered to Holders and such notice may not be canceled.

Section 3.06. Effect of Notice of Redemption. Once notice of redemption is mailed in accordance with Section 3.05, Securities called for redemption become due and payable on the redemption date and at the redemption price stated in the notice. Upon surrender to the Paying Agent, such Securities shall be paid at the redemption price stated in the notice, plus accrued interest and Liquidated Damages, if any, to, but not including, the redemption date; *provided*,

however, that if the redemption date is after a regular record date and on or prior to the interest payment date, the accrued interest and Liquidated Damages, if any, shall be payable to the holder of the redeemed Securities registered on the relevant record date. Failure to give notice or any defect in the notice to any holder shall not affect the validity of the notice to any other holder.

Section 3.07. Deposit of Redemption Price. With respect to any Securities, prior to 10:00 a.m., New York City time, on the redemption date, the Company shall deposit with the Paying Agent (or, if the Company or a Subsidiary is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the redemption price of and accrued interest and Liquidated Damages, if any, on all Securities or portions thereof to be redeemed on that date other than Securities or portions of Securities called for redemption that have been delivered by the Company to the Trustee for cancellation. On and after the redemption date, interest shall cease to accrue on Securities or portions thereof called for redemption so long as the Company has deposited with the Paying Agent funds sufficient to pay the principal of, plus accrued and unpaid interest and Liquidated Damages, if any on, the Securities to be redeemed, unless the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture.

Section 3.08. Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Company shall execute and the Trustee shall, upon receipt of a Company Order, authenticate for the Holder (at the Company's expense) a new Security equal in principal amount to the unredeemed portion of the Security surrendered.

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 cash payments 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. Liquidated Damages, if any, Principal Amount, premium, if any, 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 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.

PIK Interest shall be paid in the manner provided in Section 2.14. Any payment of PIK Interest shall be considered paid on the date it is due if on such date (1) if PIK Securities (including PIK Securities that are Global Securities) have been issued therefor, such PIK Securities have been authenticated in accordance with the terms of this Indenture and (2) if the payment is made by increasing the principal amount of Global Securities then authenticated, the Trustee has increased the principal amount of Global Securities then authenticated by the required amount.

The Company shall, to the extent permitted by law, pay interest on overdue amounts in cash 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. The Trustee shall have no duty to examine any such reports, information or documents to determine whether or not they comply with the requirements of this Section or otherwise; its only duty being to file same in its records if and when received and to make them available for inspection during normal business hours by any Holder requesting same and at the expense of the Company. The Company further 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 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.

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, 2011) 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 or Events of Defaults, the nature and status thereof of which they may have knowledge and what action the Company is taking or proposes to take with respect thereto.

The Company shall deliver to the Trustee promptly (and in any event within 10 Business Days) after an Officer becomes aware of the occurrence thereof, written notice of any Event of Default, Default or any event which with the giving of notice or the lapse of time, or both, would become an Event of Default in the form of an Officers' Certificate specifying such Default or Event of Default, its status and what action the Company is taking or proposes to take with respect thereto.

Section 4.04. Maintenance of Office or Agency. The Company will maintain 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 14.02.

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.

Section 4.05. 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 4.06. 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 at the Corporate Trust Office of the Trustee, 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 4.07. Existence. The Company will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct

of its business, except for such rights, licenses, permits, privileges and franchises the loss of which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, conveyance, transfer or lease permitted under Article V or any asset sale not prohibited by the terms of this Indenture.

Section 4.08. Maintenance of Properties. The Company will, and will cause each of its Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition (ordinary wear and tear, casualty and condemnation excepted), except in any case where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Section 4.09. After-Acquired Property. Subject to the terms, conditions and provisions set forth in the Collateral Documents, the Company and the Guarantors agree that all Senior Priority After-Acquired Property shall be Collateral under this Indenture and all appropriate Collateral Documents and shall take all necessary action, including the execution and delivery of such mortgages, deeds of trust, security instruments, supplements and joinders to security instruments, financing statements, certificates and opinions of counsel (in each case, in accordance with the applicable terms and provisions of this Indenture and the Collateral Documents), so that such Senior Priority After-Acquired Property is subject to the Lien of appropriate Collateral Documents and such Lien is perfected and has priority over other Liens in each case to the extent required by and in accordance with the applicable terms and provisions of this Indenture and the applicable Collateral Documents.

Section 4.10. Future Subsidiary Guarantors. The Company shall cause each Domestic Subsidiary that guarantees any Indebtedness of the Company or any of its Restricted Subsidiaries in an aggregate amount of $5.0 million or more to (a) promptly execute and deliver to the Trustee a supplemental indenture substantially in the form of Exhibit B pursuant to which such Domestic Subsidiary shall guarantee the Secured Obligations on the same secured basis, (b) promptly execute and deliver to the Trustee and the Collateral Trustee a joinder to the Intercreditor Agreements and (c) within 45 days execute and deliver to the Collateral Trustee such Collateral Documents or supplements or joinders thereto as are necessary for such Domestic Subsidiary to become a grantor or mortgagor under all applicable Collateral Documents and take all actions so that the Lien of the Collateral Documents on the property and assets of such Domestic Subsidiary are perfected and have priority over other Liens to the extent required by, and in accordance with, the applicable terms and provisions of this Indenture and the Collateral Documents.

Section 4.11. Liens.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, create, Incur or suffer to exist any Lien on or with respect to the Collateral other than Permitted Liens. Subject to the immediately preceding sentence, the Company shall not, and shall not permit any of its Restricted Subsidiaries to, create, Incur or suffer to exist any Lien, other than Permitted Liens, on any asset or property of the Company or any such Restricted Subsidiary of the Company, or any income or profits therefrom, or assign or convey any right to receive income therefrom, whether owned at the Issue Date or thereafter acquired unless the Secured

Obligations are secured equally and ratably with (or, in the case of Subordinated Indebtedness, prior or senior thereto, with the same relative priority as the Secured Obligations shall have with respect to such Subordinated Indebtedness) the obligation or liability secured by such Lien.

(b) Any Lien on property securing the Secured Obligations for the benefit of the Secured Parties shall be automatically and unconditionally released and discharged in accordance with the terms and provisions of the Intercreditor Agreements and, to the extent applicable and not in conflict with the Intercreditor Agreements, this Indenture and the other applicable Collateral Documents.

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 all or substantially all of the properties and assets of the Company (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, all of the obligations of the Company under the Securities, this Indenture and the Collateral Documents;

(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 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 complied with.

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 except for the 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, the Securities and the Collateral Documents. Subject to Section 9.06, the Company, the Trustee (upon receipt of a Company Order) and the successor corporation shall enter into a supplemental indenture (with endorsements of Guarantees thereon by the Guarantors) to evidence such succession, substitution and exercise of every right and power 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 (pursuant to paragraph 1 of the Securities), 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 premium on any Security when the same becomes due and payable at its Stated Maturity, upon declaration, upon redemption, 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) (i) 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 (including Indebtedness with respect to the Other Securities), or the acceleration of the final stated maturity of any such Indebtedness (other than Indebtedness with respect to the Other Securities) (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 $15.0 million or more at any time; or (ii) the acceleration of the final stated maturity of the Indebtedness with respect to the Other Securities;

(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 $15.0 million, 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 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) the IBT MOU shall be declared invalid or illegal, shall be terminated, or shall no longer be in full force and effect;

(i) 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 60 days;

(j) 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;

(k) unless such Liens have been released in accordance with the provisions of this Indenture and the Collateral Documents, Liens in favor of the Collateral Trustee for the benefit of the Secured Parties with respect to all or a substantial portion of the Collateral cease to be valid, enforceable or perfected Liens (subject only to Permitted Liens) or the Company or any Guarantor shall assert, in any pleading in any court of competent jurisdiction, that any such security interest is invalid or unenforceable and, in the case of any Guarantor, the Company fails to cause such Guarantor to rescind such assertions within 30 days after the Company has actual knowledge of such assertions, or

(l) the Company or any Guarantor fails to comply with any of its agreements contained in the Collateral Documents, except for a failure that would not be material to the Holders of the Securities and would not materially affect the value of the Collateral taken as a whole, and such failure continues for 60 days after notice by the Trustee, Collateral Trustee or the Holders of at least 25% in aggregate Principal Amount of the Securities at the time outstanding.

Section 6.02. Defaults and Remedies. If an Event of Default (other than an Event of Default specified in Section 6.01(d)(ii), Section 6.01(i) with respect to the Company or Section 6.01(j) with respect to the Company) occurs and is continuing, subject to the provisions, terms and conditions of the Intercreditor Agreements, the Trustee by notice to the Company and the Collateral Trustee, or the Holders of at least 25% in aggregate Principal Amount of the Securities at the time outstanding by notice to the Company, the Trustee and Collateral Trustee, may declare all Secured Obligations (including the Acceleration Premium set forth in this Section 6.02) to be immediately due and payable in cash. Upon such a declaration, such Secured Obligations shall become and be immediately due and payable in cash subject to the provisions

of Article XII. If an Event of Default specified in Section 6.01(d)(ii), Section 6.01(i) solely with respect to the Company or Section 6.01(j) solely with respect to the Company, occurs and is continuing, all Secured Obligations (including the Acceleration Premium set forth in this Section 6.02) shall become and be immediately due and payable in cash 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 and the Collateral Trustee may rescind an acceleration and its consequences, including the payment of the Acceleration Premium, if (a) all existing Events of Default, other than the nonpayment of the principal of and other premium, accrued and unpaid interest 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 than by such declaration of acceleration, and (iii) to the extent the payment of such interest is lawful, interest on overdue installments of interest, 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.

If for any reason Secured Obligations are accelerated at any time pursuant to this Section 6.02, in view of the impracticality and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Holder's lost profits as a result thereof, the Company agrees to pay in respect of the Securities, upon the effective date of such acceleration, a repayment fee in the amount equal to the Acceleration Premium. Such Acceleration Premium shall be presumed to be the amount of liquidated damages sustained by Holders as a result of such acceleration and each of the Company and the Guarantors agrees that it is reasonable under the circumstances currently existing. In addition, Holders shall be entitled to such Acceleration Premium upon the occurrence of any Event of Default described in Section 6.01(d)(ii), Section 6.01(i) or Section 6.01(j) hereof, even if Holders elect, at their option, to provide financing to any obligor hereunder or permit the use of cash collateral under the Bankruptcy Code.

The Company and each Guarantor acknowledges, and, by accepting a Security, each Holder agrees, that each Holder of Securities has the right to maintain its investment in such Securities free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of an Acceleration Premium by the Company in the event that the Securities are accelerated as a result of an Event of Default is intended to provide compensation for the deprivation of such right under such circumstances.

Section 6.03. Other Remedies. If an Event of Default occurs and is continuing, subject to the provisions, terms and conditions of the Intercreditor Agreements, the Trustee may pursue any available remedy to collect the payment of the Principal Amount of all the Securities plus Acceleration Premium, plus all other premium, accrued and unpaid interest and Liquidated Damages, if any, thereon or to enforce the performance of any provision of the Securities, this Indenture or the Collateral Documents.

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 (calculated in accordance with Section 2.08 and the definition of "Affiliate" hereunder, to the extent permitted by the TIA), by notice in writing to the Trustee (and without notice to any other Securityholder necessary), 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 (calculated in accordance with Section 2.08 and the definition of "Affiliate" hereunder, to the extent permitted by the TIA) 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. 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 a majority 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 XII 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 at the option of the Holder that has not been converted in full as of such date in accordance with the terms and conditions of this Indenture and the Securities), and premium, 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(f) 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 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), premium, 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, premium, 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. Subject to the terms, conditions and provisions of the Intercreditor Agreements and the Collateral Documents, any money collected by the Trustee pursuant to this Article VI, and any money or other property distributable in respect of the Secured Obligations after the occurrence of an Event of Default, shall be applied in the following order:

FIRST: to the Trustee (including any predecessor Trustee), its agents, professional advisors and 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, if any, the Principal Amount (including, without limitation, the Principal Amount of any Securities (or portions thereof) subject to 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), 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 (to the extent such information is then known by the Trustee and is not superseded by an order issued by a court of competent jurisdiction).

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 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), premium, 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 such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their 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 the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine such 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, statements, conclusions or opinions contained therein).

This Section 7.01(b) shall be in lieu of Section 315(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 grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(i) this paragraph (c) does not limit the effect of paragraph (b) or (e) 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 of the Trustee unless it is proved in a court of competent jurisdiction in a final and non-appealable decision 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 or Section 13.02.

Section 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 Section 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 security or 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, or be required to invest, 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 believed by it in the absence of bad faith 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 rely conclusively 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 or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(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 or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, fees, expenses and liabilities which may be incurred by it in compliance with such request or direction;

(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 shall 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 received written notice of such Default or Event of Default at the Corporate Trust Office of the Trustee from the Company, any Guarantor or any Holder, 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 a 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 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;

(l) the Trustee shall have no duty to inquire as to the performance of the Company with respect to the covenants contained in Article IV;

(m) any permissive right or authority granted to the Trustee shall not be construed as a mandatory duty;

(n) the Company shall provide prompt written notice to the Trustee of any change to its fiscal year;

(o) 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, punitive or consequential loss or damage of any kind whatsoever (including, but not 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; and

(p) 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 Section 7.10 and Section 7.11.

Section 7.04. Trustee's Disclaimer. The Trustee shall not be responsible for and 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, in any offering document for, or in any document entered into in connection with the sale of, the Securities, in this Indenture or in the Securities (other than its certificate of authentication), all of which statements shall be taken as the statements of the Company. The Trustee shall have no duty to see to the performance or observance of, or to perform or observe, any of the covenants and agreements on the part of the Company, any Guarantor or any other Person to be performed or observed under this Indenture or any of the Securities or Guarantees.

The Trustee shall not be responsible for making any calculation or computation in respect of any matter referred to in this Indenture.

Section 7.05. Notice of Defaults. If a Default occurs and is continuing and if it is actually known to a Responsible Officer of the Trustee, the Trustee shall give to each Securityholder notice of all such 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 of 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 Section 6.01(a) and Section 6.01(b), if and as long as the Trustee also acts in the capacity of the Paying Agent, the Trustee may withhold the notice if and so long as a committee of Responsible Officers of the Trustee 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 instrument, 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), if required by such 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 by any provision of law in regard to the compensation of a trustee of an express trust);

(b) to reimburse the Trustee promptly following its written 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 and disbursements of its agents, professional advisors and one primary counsel and required local counsel), except any such expense, disbursement or advance as may be attributable to its gross 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 of one primary counsel and required local counsel and taxes (other than taxes based upon, measured by or determined by the income of the Trustee)) incurred without gross

negligence or willful misconduct on its part, as determined by a court of competent jurisdiction in a final and non-appealable decision, arising out of or in connection with this Indenture, the Securities and the acceptance or administration of the trust or trusts hereunder, including the documented 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, or in connection with enforcing the provisions of this Section.

To secure the Company's 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 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), premium, or interest, if any, due on overdue amounts, or shares of Common Stock to be issued with respect to any conversion at the election of any Holder in respect of any particular Securities (or portions thereof), and on the Collateral.

The Company's obligations pursuant to this Section 7.07 and the Lien provided for herein shall survive the satisfaction and discharge of this Indenture and the Securities, the termination for any reason of this Indenture and the removal or resignation of the Trustee. In addition to, and without prejudice to its other rights hereunder, when the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(i) or Section 6.01(j), the expenses, including the reasonable charges and expenses of its counsel, and the compensation for the services, 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 of its corporate trust business or assets (including the administration of the trust created by this Indenture) to, another entity, the resulting, surviving or transferee entity without the execution or filing of any paper or any further act of any of the parties hereto 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, (ii) all outstanding Securities have become due and payable or will become due and payable at the Stated Maturity within one year or (iii) all outstanding Securities are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company, and, in each case, the Company irrevocably deposits with the Trustee cash, in immediately available funds, sufficient to pay and discharge all amounts due and owing on all outstanding Securities (other than Securities replaced pursuant to Section 2.07), together with irrevocable instructions

from the Company directing the Trustee to apply such funds to the payment thereof at Stated Maturity or redemption, as the case may be, and if in each case all other Secured Obligations have been paid and satisfied in full, 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 (i) an Officers' Certificate and (ii) a certificate from a nationally recognized firm of independent accountants expressing its opinion that the payment of such deposited cash without investment will provide cash at such times and in such amounts as will be sufficient to pay principal, premium, if any, interest and Liquidated Damages, if any, when due on all the Securities to Stated Maturity or redemption, as the case may be, and the Company shall promptly provide written notice of such satisfaction and discharge to the Collateral Trustee in accordance with the provisions of the Collateral Trust Agreement.

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, the Collateral Documents to which the Trustee is a party 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, 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 make any changes that would provide the holders of Securities with any additional rights or benefits;

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

(g) to add additional Guarantors to this Indenture, any Collateral Document or the Collateral Trust Agreement, or to add Collateral to secure the Secured Obligations (as defined in the Collateral Trust Agreement) or otherwise enter into additional or supplemental Collateral Documents pursuant to this Indenture, any Collateral Document or otherwise;

(h) to release any Guarantor from any of its Secured Obligations under its Guarantee when permitted or required by this Indenture and the Collateral Documents, as applicable;

(i) to release Collateral from the Lien of this Indenture and the Collateral Documents when permitted or required by the Intercreditor Agreements and, to the extent applicable and not in conflict with the Intercreditor Agreements, this Indenture and the other Collateral Documents;

(j) to make, complete or confirm any grant of a Lien on Collateral permitted or required by this Indenture or any of the Collateral Documents or, to the extent required under the Intercreditor Agreements, to conform any Collateral Documents to reflect permitted amendments or modifications to comparable provisions under any Credit Agreement Documents, the Contribution Deferral Agreement or security documents in respect of obligations incurred pursuant to an Asset Backed Credit Facility, if any;

(k) to amend the Senior Priority Lien Intercreditor Agreement pursuant to Section 11.3 thereof or otherwise enter into an intercreditor agreement in respect of any Credit Agreement permitted hereby to the extent permitted under the Intercreditor Agreements and provided such intercreditor agreement is not less favorable to the Secured Parties (taken as a whole) than the Intercreditor Agreements in effect as of the Issue Date (it being understood that an intercreditor agreement providing for the subordination of Liens granted to the Bank Group Representative and the Collateral Trustee in accounts receivable and related assets to secure an Asset Backed Credit Facility shall not be deemed less favorable so long as the terms of such lien subordination are consistent with the lien subordination terms set forth in the Senior Priority Lien Intercreditor Agreement as in effect on the Issue Date (assuming such lien subordination was applicable to accounts receivable and related assets)); or

(l) 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, the Securities and the Collateral Documents 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, premium due in respect of, or interest or Liquidated Damages 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, the time at which any Security may be redeemed, or any payment date of any installment of interest or Liquidated Damages, if any, on, any Security;

(b) reduce the principal amount of, premium 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, 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, premium or Liquidated Damages, if any, on any Security;

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

(e) adversely affect the conversion rights provided in Article X;

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

(g) 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;

(h) waive a Default in the payment of the principal amount of, premium due in respect of, or interest or Liquidated Damages, if any, on, any Security (except as provided in Section 6.02);

(i) make any changes in Section 6.04, Section 6.07 or this paragraph; or

(j) make any change in the provisions in the Intercreditor Agreements or this Indenture dealing with the application of proceeds of Collateral that would adversely affect the Holders.

In addition, except as otherwise provided in the Restructuring Note Documents (as defined in the Collateral Trust Agreement), without the consent of the Holders of at least 66 2/3% in aggregate principal amount of Securities then outstanding, no amendment or waiver may release all or substantially all of the Guarantors from their obligations under the Restructuring Note Documents or all or substantially all of the Collateral from the Lien of this Indenture and the Collateral Documents, or modify or supplement the Collateral Documents in any way that would be adverse to the Holders of the Securities in any material respect.

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 affect 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 Company and 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 need not sign such supplemental indenture. In signing such supplemental indenture, the Trustee shall, in addition to the documents required by Section 14.04 hereof, 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 supplemental indenture is authorized or permitted by this Indenture and that such supplemental indenture is the legal, valid and binding obligation of the Company and any Guarantor party thereto, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions thereof.

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 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 any time after the second anniversary of the Issue Date at the Conversion Price then in effect; *provided, however*, in case a Security or portion thereof is called for redemption, such conversion right in respect of the Security or portion so called shall expire at the close of business on the Business Day next preceding the redemption date, unless the Company defaults in making payment due upon redemption.

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 $1.00 or any integral multiple thereof. Provisions of this Indenture that apply to conversion of all of a Security also apply to conversion of $1.00 principal amount or integral multiples thereof of less than all of a 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 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 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 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 and Conversion Price shall be calculated by the Company and communicated to the Trustee and Conversion Agent 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, upon receipt of a Company Order, 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 non-assessable 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 Company may refuse to deliver the certificates representing the Common Stock being issued in a name other than the Holder's name until the Company 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, upon the effectiveness of the Required Charter Amendment, 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.

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:

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

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:

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

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 and the Conversion Agent 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.

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 and the Conversion Agent shall have received such Officers' Certificate at the Corporate Trust Office of the Trustee and the Conversion Agent, neither the Trustee nor the Conversion Agent shall 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 ten (10) 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 provisions of this Section 10.12 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 or upon request therefor. 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. The Company will make all these calculations in good faith and, absent manifest error, its calculations will be final and binding on the Holders of the Securities. The Trustee and/or Conversion Agent will forward such calculations to any Holder of Securities upon the request of such Holder. 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 and Opinion of Counsel 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.

Article XI
EQUITY VOTING RIGHTS

Section 11.01. Equity Voting Rights. Upon the effectiveness of the Required Charter Amendment, except as may be otherwise expressly provided in the Certificate of Incorporation or as expressly required by the General Corporation Law of the State of Delaware, Holders of the Securities shall be entitled, for so long as any Securities remain outstanding, to vote on all matters on which holders of Common Stock generally are entitled to vote (or to take action by written consent of the stockholders), voting together as a single class with the shares of Common Stock and not as a separate class, on an As-Converted-to-Common Stock-Basis, at any annual or special meeting of stockholders of the Company and each Holder of Securities shall be entitled to such number of votes as such Holder would receive on an As-Converted-to-Common-Stock-Basis on the record date for such vote; *provided*, that, such number of votes shall be limited to 0.1089 votes for each such share of Common Stock on an As-Converted-to-Common Stock Basis in order to comply with NASDAQ Listing Rule 5640 and the policies promulgated thereunder unless compliance therewith has been waived by NASDAQ or the Company has received a waiver of any comparable requirement of any other exchange on which it is listed. Upon the effectiveness of the Required Charter Amendment, the Holders of the Securities also shall be entitled to receive notice of any stockholders' meeting in accordance with the Certificate of Incorporation and bylaws of the Company. As used herein, "As-Converted-to-Common-Stock-Basis" gives effect immediately prior to the applicable record date, with respect to an annual or special meeting of the Company's stockholders, to the conversion of the Securities into Common Stock in accordance with Article X and paragraph 8 of the Securities.

Section 11.02. Amendments to Certificate of Incorporation. Upon the effectiveness of the Required Charter Amendment and so long as any Securities remain outstanding, the Company shall not take any action, directly or indirectly (including without limitation by merger or recapitalization), to amend, alter or repeal, or adopt any provision as part of the Certificate of Incorporation inconsistent with the purpose and intent of, ARTICLE ELEVENTH of the Certificate of Incorporation and Section 11.01 of this Indenture, except upon the affirmative vote of a majority of the outstanding Principal Amount of the Securities.

Article XII
GUARANTEES

Section 12.01. 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 Secured Obligations, that: (i) the principal of, any interest and Liquidated Damages, if any, on the Securities (including, without limitation, any interest that accrues after the filing of a proceeding of the type described in Section 6.01(i) or Section 6.01(j)), and premium due in respect of, 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, by redemption, by 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 Secured Obligations to the Holders of the Securities and to the Trustee, 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 Secured 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, 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 Secured Obligations of each Guarantor hereunder in the same manner and to the same extent as the Secured 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 Secured Obligations are independent of any Secured Obligation of the Company or any other Guarantor. The Secured Obligations of a Guarantor will be secured by security interests in the Collateral owned by such Guarantor to the extent provided for in the Collateral Documents and as required pursuant to Section 4.09.

(b) Each Guarantor waives, to the extent permitted by applicable law, presentation to, demand of, payment from and protest to the Company of any of the Secured Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Securities or the Secured Obligations. The Secured Obligations of each Guarantor 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 Collateral Documents, 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 Collateral Documents, the Securities or any other agreement; (d) the release of any security held by any Holder or the Trustee for the Secured 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 Secured Obligations; or (f) any change in the ownership of such Guarantor.

(c) The Secured Obligations of each Guarantor 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 Secured Obligations of the Company or otherwise. Without limiting the generality of the foregoing, the Secured 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 Collateral Documents, 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 Secured 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 due in respect of, or interest and Liquidated Damages, if any, on any Obligation of the Company with respect to the Securities 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 due in respect of, or interest and Liquidated Damages, if any, on any Secured Obligation with respect to the Securities 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 Secured 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 Secured Obligations, (ii) accrued and unpaid interest on such Secured 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 Secured Obligations of the Company guaranteed hereby have been satisfied in full (other than contingent obligations not then due and owing), to the extent permitted by applicable law, 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 Secured 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 then due and 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 Secured 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 12.01 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 XII, the maturity of the Secured 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 Secured Obligations guaranteed hereby, and (y) in the event of any acceleration of such Secured Obligations guaranteed hereby as provided in Article VI, such Secured 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', agents' and professional advisors' fees) incurred by the Trustee, the Collateral Trustee or any Holder in enforcing any rights under this Section.

Section 12.02. Limitation on Liability. Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Secured 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 Secured 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 Secured Obligations of such other Guarantor under its Guarantee or pursuant to its contribution Secured Obligations, result in the Secured 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 12.03. Execution and Delivery of Guarantees.

(a) The Guarantee of any Guarantor shall be evidenced solely by its execution and delivery of this Indenture (or, in the case of any Guarantor that is not party to this Indenture on the Issue Date, a supplemental indenture thereto) and not by an endorsement on, or attachment to, any Security of any Guarantee or notation thereof. To effect any Guarantee of any Guarantor not a party to this Indenture on the Issue Date, such future Guarantor shall execute and deliver a supplemental indenture pursuant to Section 12.08.

(b) Each Guarantor hereby agrees that its Guarantee set forth in Section 12.01 shall be and remain in full force and effect notwithstanding any failure to endorse on any Security a notation of such Guarantee.

(c) 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 12.04. 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 12.07 hereof, the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) assumes all the Secured Obligations of such Guarantor pursuant to a supplemental indenture 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, and is being consummated in compliance with, this Section 12.04, and if a supplemental indenture is required in connection with such consolidation or merger, that such supplemental indenture complies with the requirements of this Indenture.

Section 12.05. 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 XII 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 XII at law, in equity, by statute or otherwise.

Section 12.06. Modification. No modification, amendment or waiver of any provision of this Article XII, 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 12.07. Release of Guarantor.

(a) A 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 upon:

(i) 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 in compliance with the terms of this Indenture (including, without limitation, Section 12.04 hereof) and in a transaction that does not result in a Default or an Event of Default being in existence or continuing immediately thereafter;

(ii) the release or discharge of the guarantee of any other Indebtedness which resulted in the obligation to guarantee the Secured Obligations; or

(iii) the applicable Guarantor ceasing to be a Subsidiary as a result of any foreclosure of any pledge or security interest in favor of Senior Priority Lien Obligations, subject to, in each case, the application of the proceeds of such foreclosure in the manner described in the Intercreditor Agreements.

(b) The Trustee shall execute and deliver at the sole expense of the Company an appropriate instrument or instruments, prepared by the Company, evidencing such release upon receipt of a written request of the Company accompanied by an Officers' Certificate and Opinion of Counsel certifying as to the compliance with this Section 12.07 and the other applicable provisions of this Indenture.

Section 12.08. Execution of Supplemental Indentures for Future Guarantors. The Company shall cause each Subsidiary of the Company that is required to become a Guarantor of the Secured Obligations pursuant to Section 4.10 to promptly execute and deliver to the Trustee a joinder to the Intercreditor Agreements and a supplemental indenture substantially in the form of Exhibit B hereto pursuant to which such Subsidiary shall become a Guarantor under this Article XII and shall guarantee the Secured Obligations of the Company. 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, whether considered in a proceeding at law or in equity, and subject to other then customary exceptions, the Guarantee of such Guarantor is a legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms.

Article XIII
COLLATERAL

Section 13.01. Collateral Documents.

(a) In order to secure the payment of the principal of, premium due in respect of, and interest and Liquidated Damages, if any, on the Securities when due, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise and whether by the Company pursuant to the Securities or by the Guarantors pursuant to the Guarantees, the payment of all other Secured Obligations and the performance of all other obligations of the Company and the Guarantors under this Indenture, the Securities, the Guarantees and the Collateral Documents, the Company and the Guarantors have on the Issue Date simultaneously with the execution and delivery of this Indenture entered into the Collateral Trust Agreement and other applicable Collateral Documents. Any Person which, after the Issue Date, becomes a Guarantor under this Indenture in accordance with the terms, conditions and provisions hereof, shall, upon becoming a Guarantor under this Indenture, become a party to each applicable Collateral Document in accordance with the terms, conditions and provisions thereof, including the Collateral Trust Agreement, with respect to the assets or property (other than Excluded Property) of such Person, if any, that secure the Secured Obligations of such Person. Each Holder, by accepting a Security, consents and agrees to all of the terms and provisions of the Collateral Documents, including the Collateral Trust Agreement, as the same may be amended, modified, supplemented, renewed, extended or replaced from time to time pursuant to the terms of the Collateral Documents, the Collateral Trust Agreement and this Indenture, and authorizes and directs the Trustee to enter into, or instruct the Collateral Trustee to enter into, the Collateral Documents, including the Collateral Trust Agreement, on its behalf and on behalf of such Holder, to appoint the Collateral Trustee to serve as collateral trustee and representative of the Trustee and such Holder thereunder and in accordance therewith and for each of the Trustee and the Collateral Trustee to perform its obligations and exercise its rights thereunder and in accordance therewith. In addition, each Holder further acknowledges and agrees that the Trustee is not required to, and shall not, take any action requested by a Holder under, in respect of or otherwise in connection with any Collateral Document, including the Collateral Trust Agreement, including, without limitation, instructing the Collateral

Trustee to enforce any of the Collateral Documents or the Collateral Trust Agreement, unless the requisite Holders have properly instructed the Trustee in accordance with the terms of this Indenture, and the Trustee shall suffer no liability for not acting in the absence of any such instructions. The Company shall promptly deliver to the Trustee copies of all documents delivered to the Collateral Trustee pursuant to the terms, conditions and provisions of the Collateral Documents, including the Collateral Trust Agreement, and shall do or cause to be done all such acts and things as may be necessary, or as may be required by the applicable terms and provisions of the Collateral Documents, including the Collateral Trust Agreement, to assure and confirm to the Trustee and the Collateral Trustee the Liens on and security interests in the Collateral contemplated by this Indenture and the Collateral Documents, including the Collateral Trust Agreement, or any part hereof or thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Securities and Guarantees secured thereby, according to the intent and purposes herein and therein expressed. The Company and each Guarantor shall promptly take, and upon the written request of the Collateral Trustee or, during the continuance of an Event of Default, the Trustee (to the extent the Trustee is permitted to make such request under the Collateral Trust Agreement or the other Collateral Documents), the Company and each Guarantor shall promptly take, any and all actions required to cause the Collateral Documents to create and maintain, as security for the Secured Obligations, a valid and perfected second priority or third priority (only with respect to Collateral as to which the Bank Group Representative has a second priority Lien on the Collateral) Lien (in each case, subject only to Permitted Liens) on and security interest in all of the Collateral, in favor of the Collateral Trustee for the benefit of the Secured Parties. The Collateral Trustee and the Trustee shall have no obligation to make any such request and shall have no obligation to create, maintain, perfect or continue the perfection of any Lien on any of the Collateral (including, but not limited to, the filing of an UCC financing or continuation statements).

Any Collateral held by the Collateral Trustee or any co-trustee or separate agent (as permitted in the Collateral Trust Agreement or the applicable Collateral Documents) for the benefit of the Secured Parties shall constitute Collateral for purposes of this Indenture.

(b) Consistent with the definition of Excluded Property,

(i) the Capital Stock and other securities of the Subsidiaries of the Company that are owned by the Company or any Guarantor will constitute Collateral only to the extent that such Capital Stock and other securities can secure the Securities without Rule 3-16 of Regulation S-X under the Securities Act ("Rule 3-16") (or any other law, rule or regulation) requiring separate financial statements of such Subsidiary to be filed with the SEC (or any other governmental agency);

(ii) in the event that Rule 3-16 (or any other law, rule or regulation) requires or is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other governmental

agency) of separate financial statements of any Subsidiary (other than the Company) due to the fact that such Subsidiary's Capital Stock and other securities secure the Secured Obligations, the performance of all other Obligations of the Company or any Guarantor, then the Capital Stock and other securities of such Subsidiary shall automatically be deemed not to be part of the Collateral, but only to the extent necessary to not be subject to such requirement (and, in such event, the Collateral Documents may be amended or modified, without the consent of any Holder of the Securities, to the extent necessary to release the security interests in the shares of Capital Stock and other securities that are so deemed to no longer constitute part of the Collateral); and

(iii) in the event that Rule 3-16 (or any other law, rule or regulation) is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) such Subsidiary's Capital Stock and other securities to secure the Secured Obligations in excess of the amount then pledged without the filing with the SEC (or any other governmental agency) of separate financial statements of such Subsidiary, then the Capital Stock and other securities of such Subsidiary shall automatically be deemed to be a part of the Collateral but only to the extent necessary to not be subject to any such financial statement requirement (and, in such event, the Collateral Documents may be amended or modified, without the consent of any Holder of the Securities, to the extent necessary to subject to the Liens under the Collateral Documents such additional Capital Stock and other securities).

Section 13.02. Suits to Protect Collateral.

Subject to the terms, conditions and provisions of Article VII, the Trustee may, subject to the terms, conditions and provisions of the Collateral Trust Agreement and the other Collateral Documents, (i) in its sole discretion (it having no obligation to do so) during the continuance of an Event of Default and without the consent of the Holders of Securities or (ii) upon the direction of Holders pursuant to Section 6.05, direct, on behalf of all the Holders of the Securities, the Collateral Trustee to take all actions it deems necessary or appropriate in order to enforce any of the terms of the Collateral Trust Agreement and the other Collateral Documents and collect and receive any and all amounts payable in respect of the obligations of the Company and the Guarantors under this Indenture, the Securities and the Guarantees thereof. Subject to the provisions of the Collateral Trust Agreement and the other Collateral Documents, each of the Trustee and the Collateral Trustee shall have power to institute and to maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any acts which may be unlawful or in violation of any of the Collateral Trust Agreement, the other Collateral Documents or this Indenture, and such suits and proceedings as the Trustee or the Collateral Trustee may deem expedient to preserve or protect its interests and the interests of the Trustee, the Collateral Trustee and the Holders in the Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the Lien and security interest created by this Indenture, the Collateral Trust Agreement and the Collateral Documents or be prejudicial to the interests of the Holders or the Trustee).

Section 13.03. Determinations Relating to Collateral.

In the event (i) a Responsible Officer of the Trustee shall be deemed to have notice of any written request from the Company or any Guarantor under any Collateral Document or from any party to the Collateral Trust Agreement for consent or approval with respect to any matter or thing relating to any Collateral or the Company's or any Guarantor's obligations with respect thereto, or (ii) the Trustee shall deliver to the Collateral Trustee a Notice of Acceleration or Notice of Cancellation (as each of such terms is defined in the Collateral Trust Agreement), or a Notice of Acceleration shall be deemed to be in effect based on the occurrence of an Event of Default under Section 6.01(i) or Section 6.01(j) hereof and the Trustee shall deliver to the Collateral Trustee notice that any such Event of Default shall have occurred, then, in each such event, in addition to its obligations pursuant to Section 7.05, the Trustee shall, within five Business Days, provide notice to the Holders, in writing and at the Company's expense, reciting the matter or thing as to which consent has been requested or notice was required to be delivered. The Holders pursuant to Section 6.05 shall have the authority to direct the Trustee's response to any of the circumstances contemplated in clauses (i) and (ii) above. The Trustee may respond to any of the circumstances contemplated by this Section 13.03, but shall not be required to respond unless it shall have received written authority by Holders pursuant to Section 6.05, and the requirements of Article VII, including but not limited to the Trustee's rights to indemnity and for provision for its fees and expenses as set forth therein, are otherwise satisfied; *provided* that the Trustee shall be entitled to hire experts, consultants, agents and attorneys to advise the Trustee on the manner in which the Trustee should respond to such request or render any requested performance or response to such nonperformance or breach (the expenses of which shall be reimbursed to the Trustee by the Company in accordance with the terms of Section 7.07 hereunder). The Trustee shall be fully protected in the taking of any action recommended or approved by any such expert, consultant, agent or attorney.

Section 13.04. Possession, Use and Release of Collateral.

Each Holder, by accepting a Security, consents and agrees to the provisions of the Collateral Documents governing the Collateral, including the possession, use and release of Collateral, and, without limiting the generality of the foregoing, each Holder, by accepting a Security, agrees and consents that Collateral may, and, as applicable, shall, be released or substituted only in accordance with the terms of this Indenture, the Collateral Trust Agreement and the other Collateral Documents.

Section 13.05. Filing, Recording and Opinions.

(a) Whether or not this Indenture is governed by the TIA, the Company will comply with the provisions of TIA Sections 314(b), 314(c) and 314(d), except to the extent not required as set forth in any SEC regulation or interpretation (including any no-action letter or exemptive order issued by the staff of the SEC, whether issued to the Company or any other Person).

Any release of Collateral permitted by Section 13.04 hereof will be deemed not to impair the Liens under this Indenture and the Collateral Documents in contravention thereof and any Person that is required to deliver an Officers' Certificate or Opinion of Counsel pursuant to Section 314(d) of the TIA, shall be entitled to rely upon the foregoing as a basis for delivery of such certificate or opinion. The Trustee may, to the extent permitted by Section 7.01 and Section 7.02 hereof, accept as conclusive evidence of compliance with the foregoing provisions the appropriate statements contained in such documents and Opinion of Counsel.

(b) If any Collateral is released in accordance with this Indenture, the Collateral Trust Agreement and the other Collateral Documents and if the Company has delivered the certificates and documents required hereby and by the Collateral Documents, then, based on an Officers' Certificate and Opinion of Counsel delivered pursuant hereto, the Trustee will, upon request, deliver a certificate to the Collateral Trustee setting forth such determination.

Section 13.06. Powers Exercisable by Receiver or Trustee. In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article XIII, the Collateral Trust Agreement and the other Collateral Documents upon the Company or the Guarantors with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Company or a Guarantor or of any officer or officers thereof required by the provisions of this Article XIII.

Section 13.07. Release Upon Termination of the Company's Obligations. In the event (i) that the Company delivers to the Trustee an Officers' Certificate and Opinion of Counsel certifying that all the Secured Obligations (other than contingent obligations for which no claim has been made) have been satisfied and discharged by the payment in full of such Secured Obligations (other than contingent obligations for which no claim has been made) and all such Secured Obligations (other than contingent obligations for which no claim has been made) have been so satisfied, or (ii) a discharge of this Indenture occurs under Article VIII, the Company and the Trustee shall deliver to the Collateral Trustee a notice stating that the Secured Obligations have been satisfied and discharged in accordance with the terms of this Indenture and that the Trustee, on behalf of the Holders, disclaims and gives up any and all rights it has in or to the Collateral, and any rights it has under the Collateral Documents, and upon receipt by the Collateral Trustee of such notice from an Officer of the Company, the Secured Obligations shall no longer be secured by the Collateral.

Section 13.08. Senior Priority Lien Intercreditor Agreement. The Liens on the Collateral securing the Secured Obligations are subordinated to the senior priority Liens on the Collateral securing the Senior Priority Lien Obligations, in the manner and to the extent provided in the Senior Priority Lien Intercreditor Agreement and the Asset Backed Credit Facility Intercreditor Agreement, if any. If there is a conflict between the terms of the Senior Priority Lien Intercreditor Agreement or the Asset Backed Credit Facility Intercreditor Agreement, as the case may be, and this Indenture, the terms of the Senior Priority Lien Intercreditor Agreement or the Asset Backed Credit Facility Intercreditor Agreement, as the case may be, will control.

Section 13.09. Matters Relating to Collateral Trust Agreement.

Each Holder agrees that it will be bound by, and shall take no actions contrary to, the provisions of the Collateral Trust Agreement and authorizes and directs the Trustee to enter into, or instruct the Collateral Trustee to enter into, the Collateral Trust Agreement and act on its behalf to the extent set forth in the Collateral Trust Agreement and the other Collateral Documents. The Holders acknowledge the Collateral Trust Agreement provides for the allocation of proceeds of and value of the Collateral among the Secured Parties (as defined in the Collateral Trust Agreement) as set forth therein and contains limits on the ability of the Trustee and the Holders to take remedial actions with respect to the Collateral. The Holders acknowledge that the Secured Obligations (as defined in the Collateral Trust Agreement) are secured by the Collateral on a *pari passu* basis to the extent set forth in the Collateral Trust Agreement and the other Collateral Documents.

Until the termination of the Collateral Trust Agreement in accordance with the terms thereof, the Company will cause to be clearly, conspicuously and prominently inserted on the face of each Security a legend in the following form:

THIS SECURITY AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO AND IN THE MANNER AND TO THE EXTENT SET FORTH IN, THAT CERTAIN COLLATERAL TRUST AGREEMENT DATED AS OF JULY 22, 2011 AMONG, INTER ALIOS, YRC WORLDWIDE, INC. AND U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, AND EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT.

The Company shall promptly notify the Trustee of the occurrence of the termination of the Collateral Trust Agreement.

Article XIV
MISCELLANEOUS

Section 14.01. 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 14.02. 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 electronically or by facsimile transmission (confirmed orally) to the following addresses:

if to the Company or the Guarantors, to:

[Name of Company or Guarantor]
10990 Roe Avenue
Overland Park, KS 66211
Attention: Chief Financial Officer
Facsimile No.: (913) 696-6116

if to the Trustee or Collateral Trustee, to:

U.S. Bank National Association
Corporate Trust Services
50 S. 16th Street, Suite 2000
Mail Station: EX-PA-WBSP
Philadelphia, PA 19102
Attention: George J. Rayzis
Facsimile No.: (215) 761-9412
Email: george.rayzis@usbank.com

For delivery of Securities only, to:

U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Fl. – Bond Drop Window
St. Paul, MN 55107

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 delivered electronically or 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 deliver or 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 delivers or 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.

Anything herein to the contrary notwithstanding, any notice or communication to the Trustee will not be effective or be deemed to have been duly given unless and until such notice or communication is actually received by the Trustee at the Corporate Trust Office of the Trustee.

The Trustee shall have the right, but shall not be required, to rely upon and comply with instructions and directions sent electronically or by facsimile by Persons believed by the Trustee to be authorized to give instructions and directions on behalf of the Company. The Trustee shall have no duty or obligation to verify or confirm that the Person who sent such instructions or directions is, in fact, a Person authorized to give instructions or directions on behalf of the Company, and the Trustee shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by the Company as a result of such reliance upon or compliance with such

instructions or directions. The Company agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 14.03. 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 14.04. 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 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.

Section 14.05. 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, she or it, as the case may be, 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.

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 14.06. 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 14.07. 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 14.08. 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 14.09. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS INDENTURE, THE SECURITIES AND THE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING NEW YORK GENERAL OBLIGATION LAW §5-1401 AND ANY SUCCESSOR THERETO). EACH PARTY HERETO, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INDENTURE, THE SECURITIES OR GUARANTEES OR ANY TRANSACTION RELATED HERETO OR THERETO TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Section 14.10. Jurisdiction; Consent to Service of Process. (a) Each of the Company and the Guarantors hereby irrevocably and unconditionally submits, for each of them and their property, to the general jurisdiction of the New York State courts or the federal courts of the United States of America for the Southern District of New York, in each case sitting in the Borough of Manhattan, City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Indenture, the Securities or the Guarantees, or for recognition or enforcement of any judgment, and each of the parties hereto hereby

irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other or in any other manner provided by law. Nothing in this Indenture shall affect any right that any Holder may otherwise have to bring any action or proceeding relating to this Indenture, the Securities and the Guarantees against the Company, the Guarantors or their respective properties in the courts of any jurisdiction.

(b) Each of the Company and the Guarantors hereby irrevocably and unconditionally waives, and agrees not to plea or claim, to the fullest extent they may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Indenture, the Securities or the Guarantees in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 14.11. 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 14.12. Successors. All agreements of the Company and each Guarantor in this Indenture and the Securities shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor, subject to Section 7.07.

Section 14.13. 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 14.14. 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 14.15. U.S.A. 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 that establishes a relationship or opens an account with the Trustee. The Company and each Guarantor agrees it 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:

GUARANTORS:

EXPRESS LANE SERVICE, 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 MEXICO INC.

By: ____________________________
Name:
Title:

USF REDDAWAY INC.

By: ____________________________
Name:
Title:

USF REDSTAR LLC

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 ENTERPRISE SERVICES, INC.

By: ______________________________
Name:
Title:

YRC INC.

By: ______________________________
Name:
Title:

YRC INTERNATIONAL INVESTMENTS, INC.

By: ______________________________
Name:
Title:

YRC LOGISTICS SERVICES, INC.

By: ______________________________
Name:
Title:

YRC MORTGAGES, LLC

By: ______________________________
Name:
Title:

YRC REGIONAL TRANSPORTATION, INC.

By: ______________________________
Name:
Title:

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ________________________________
Name:
Title:

EXHIBIT A

[FORM OF FACE OF 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.][1]

THIS SECURITY AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO AND IN THE MANNER AND TO THE EXTENT SET FORTH IN, THAT CERTAIN COLLATERAL TRUST AGREEMENT DATED AS OF JULY 22, 2011 AMONG, INTER ALIOS, YRC WORLDWIDE, INC. AND U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, AND EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT.

[OID LEGEND]

THIS SECURITY HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") FOR PURPOSES OF SECTIONS 1271 ET SEQ. OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE ISSUE DATE OF THIS SECURITY IS [   ], 2011. FOR INFORMATION REGARDING THE ISSUE PRICE, THE YIELD TO MATURITY AND THE AMOUNT OF OID PER $1,000 OF PRINCIPAL AMOUNT, PLEASE CONTACT THE COMPANY AT YRC WORLDWIDE INC., 10990 ROE AVENUE, OVERLAND PARK, KS 66211, ATTENTION: CHIEF FINANCIAL OFFICER.

[1] To be included in Global Securities only.

YRC WORLDWIDE INC.

10% Series A Convertible Senior Secured Notes due 2015

No.: [ ] CUSIP: 984249 AB8

Issue Date: [ ], 2011 Principal Amount: $[ ]

YRC WORLDWIDE INC., a Delaware corporation, promises to pay to [ ][2] or registered assigns, the Principal Amount [of [ ] Dollars ($[ ])][as set forth on Schedule I hereto][3], on March 31, 2015 (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: March 31 and September 30, commencing September 30, 2011

Record Dates: March 15 and September 15.

YRC WORLDWIDE INC.

By: ____________________
Name: ____________________
Title: ____________________

2 Insert "Cede & Co." for Global Securities.
3 Insert latter bracketed language for Global Securities.

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ______________________________
Authorized Signatory

Dated: ______________________________

[FORM OF REVERSE SIDE OF SECURITY]

YRC WORLDWIDE INC.

10% Series A Convertible Senior Secured Notes due 2015

1. Interest.

This Security shall accrue interest at an initial rate of 10% per annum. The Company promises to pay interest on the Securities entirely by increasing the principal amount of the outstanding Securities or by issuing PIK Securities ("PIK Interest") semiannually on each March 31 and September 30, commencing September 30, 2011 or if any such day is not a Business Day, on the next succeeding Business Day (each, an "interest payment date"). 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 July 22, 2011, until the Principal Amount is paid or duly made available for payment. The Company will pay interest (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) on any overdue Principal Amount or Acceleration Premium 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 (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) on overdue installments of premium, interest and Liquidated Damages, if any (without regard to any applicable grace period), at the same interest rate compounded semiannually, in each case, in the same form that PIK Interest is paid; *provided*, that upon the occurrence and during the continuation of an Event of Default, the interest rate applicable hereunder shall be increased by 2% per annum. Interest on the Securities will be computed on the basis of a 360-day year comprised of twelve 30-day months. PIK Interest on the Securities will be payable in the manner set forth in Section 2.14 of the Indenture. Following an increase in the Principal Amount of the outstanding Global Securities as a result of the payment of PIK Interest, the Global Securities will bear interest on such increased Principal Amount from and after the date of such payment. Any PIK Securities issued in certificated form or as new Global Securities will be dated as of the applicable interest payment date and will bear interest from and after such date. All PIK Securities issued will mature on March 31, 2015 and will be governed by, and subject to the terms, provisions and conditions of, the Indenture and shall have the same rights and benefits as the Securities issued on the Issue Date. Any certificated PIK Securities will be issued with the description "PIK" on the face of such PIK Security.

2. Method of Payment.

PIK Interest shall be paid in the manner provided in paragraph 1. Any payment of PIK Interest shall be considered paid on the date it is due if on such date (1) if PIK Securities (including PIK Securities that are Global Securities) have been issued therefor, such PIK Securities have been authenticated in accordance with the terms of the Indenture and (2) if the payment is made by increasing the Principal Amount of Global Securities then authenticated, the Trustee has increased the Principal Amount of Global Securities then authenticated by the relevant amount.

The Company will pay interest on this Security (except defaulted interest) to the Person who is the registered Holder of this Security at the close of business on March 15 or September 15, 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 Principal Amount and premium to the Holder who surrenders a Security to the Paying Agent. 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, and the Principal Amount and premium 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, U.S. Bank National Association, as Trustee (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. 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 July 22, 2011 (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 will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture, the Intercreditor Agreements and the other Collateral Documents, such security interests and Liens to have such priority as is set forth in the Indenture, the Intercreditor Agreements and the other Collateral Documents. The Collateral Trustee shall hold the Collateral for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement), in each case pursuant to the Collateral Documents. Each Holder, by accepting this Security, consents and agrees to the matters set forth in Section 13.01 of the Indenture which relate to the Collateral Documents and the Collateral Trustee.

5. Redemption at the Option of the Company.

No sinking fund is provided for the Securities. The Securities are redeemable as set forth in Article III of the Indenture.

6. Equity Voting Rights

Upon the effectiveness of the Required Charter Amendment, except as may be otherwise expressly provided in the Certificate of Incorporation or as expressly required by the General Corporation Law of the State of Delaware, Holders of the Securities shall be entitled to vote on all matters on which holders of Common Stock generally are entitled to vote (or to take action by written consent of the stockholders), voting together as a single class, on an As-Converted-to-Common Stock-Basis, at any annual or special meeting of stockholders of the Company and each Holder of Securities shall be entitled to such number of votes as such Holder would receive on an As-Converted-to-Common-Stock-Basis; *provided*, that, such number of votes shall be limited to 0.1089 votes for each such share of Common Stock on an As-Converted-to-Common Stock Basis in order to comply with NASDAQ Listing Rule 5640 and the policies promulgated thereunder unless compliance therewith has been waived by NASDAQ or the Company has received a waiver of any comparable requirement of any other exchange on which it is listed, as set forth in Article XI of the Indenture.

7. Ranking and Collateral

These Securities and the Guarantees will be secured by a Lien and security interest in the Collateral on a Lien priority basis directly after, and immediately following, the Lien securing the Bank Group Obligations (and will be subject only to Permitted Liens) and will be of equal ranking with the Lien securing the Other Securities and related obligations, the foregoing pursuant to and in accordance with the terms of the Indenture, the Intercreditor Agreements and other applicable Collateral Documents.

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, after the second anniversary of the Issue Date or, in case this Security or a portion hereof is called for redemption, then in respect of this Security or such portion hereof until and including, but (unless the Company defaults in making the payment due upon redemption) not after, the close of business on the Business Day next preceding the redemption date.

The initial conversion price is $0.1134 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 8,822 shares of Common Stock per $1,000.00 in principal amount of Securities. Subject to the limitations set forth below, 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. Upon conversion, no adjustment for interest, if any, 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 by Section 10.04 of the Indenture 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 is surrendered for conversion on the interest payment date. A Holder may convert a portion of a Security equal to $1.00 or any integral multiple thereof.

9. Denominations; Transfer; Exchange.

The Securities are in fully registered form, without coupons, in minimum denominations of $1.00 of Principal Amount and integral multiples of $1.00 thereof. 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 redemption (except, in the case of a Security to be redeemed in part, the portion of the Security not to be redeemed).

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.

The Indenture and this Security may be amended as provided in Article IX of the Indenture.

13. Defaults and Remedies.

Events of Default are set forth in Article VI of the Indenture. 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 indemnity or security satisfactory to the Trustee. 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 as otherwise provided in the Indenture) 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 stockholder, 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 $1.00 or an integral multiple of $1.00 thereof):

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

SCHEDULE I[4]

YRC WORLDWIDE INC.

10% Series A Convertible Senior Secured Notes due 2015

The initial outstanding principal amount of this Global Security is $______. The following exchanges of a part of this Global Security for an interest in another Global Security or for a Certificated Security, or exchanges of a part of another Global or Certificated Security for an interest in this Global Security, or increase/decrease in the principal amount of this Global Security, have been made:

Date of Exchange or Increase/Decrease	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized officer of Trustee or Custodian

[4] To be included in Global Securities only.

EXHIBIT B

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, and U.S. Bank National Association, as trustee under the Indenture referred to below (together with its successors and assigns, in such capacity, 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 July 22, 2011, providing for the issuance of an aggregate principal amount of $140,000,000 of 10% Series A Convertible Senior Secured Notes due 2015 (the “SECURITIES”);

WHEREAS, Section 4.10 and Section 12.08 of the Indenture provide 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 Secured Obligations 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 Secured Obligations on the terms and subject to the conditions set forth in Article XII 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 affect 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.

GUARANTORS:

[NEW GUARANTOR]

By: ____________________
Name: ____________________
Title: ____________________

COMPANY:

YRC WORLDWIDE INC.

By: ____________________
Name: ____________________
Title: ____________________

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ____________________
Name: ____________________
Title: ____________________

Exhibit 10.8

EXECUTION COPY

YRC WORLDWIDE INC.

10% Series B Convertible Senior Secured Notes due 2015

INDENTURE

Dated as of July 22, 2011

among

YRC WORLDWIDE INC.,
as ISSUER,

THE SUBSIDIARIES PARTY HERETO,
as GUARANTORS,

and

U.S. BANK NATIONAL ASSOCIATION,
as TRUSTEE

TRUST INDENTURE ACT OF 1939, AS AMENDED ("TIA") CROSS-REFERENCE TABLE

TIA	Section	Indenture Section
310	(a)(1)	Section 7.10
	(a)(2)	Section 7.10
	(a)(3)	N.A.
	(a)(4)	N.A.
	(a)(5)	N.A.
	(b)	Section 7.08, Section 7.10
	(c)	N.A.
311	(a)	Section 7.11
	(b)	Section 7.11
	(c)	N.A.
312	(a)	Section 2.05
	(b)	Section 14.03
	(c)	Section 14.03
313	(a)	Section 7.06
	(b)(1)	Section 7.06
	(b)(2)	Section 7.06
	(c)	Section 7.06
	(d)	Section 7.06
314	(a)	Section 4.02, Section 4.03
	(b)	Section 13.05
	(c)(1)	Section 13.05, Section 14.04
	(c)(2)	Section 13.05, Section 14.04
	(c)(3)	Section 13.05
	(d)	Section 13.05
	(e)	Section 14.05
	(f)	N.A.
315	(a)	Section 7.01(b)
	(b)	Section 7.05
	(c)	Section 7.01
	(d)	Section 7.01(c)
	(e)	Section 6.11
316	(a)(1)(A)	Section 6.05
	(a)(1)(B)	Section 6.04
	(a)(2)	N.A.
	(b)	Section 6.07
	(c)	Section 1.05(e)
317	(a)(1)	Section 6.08
	(a)(2)	Section 6.09
	(b)	Section 2.04
318	(a)	Section 14.01

N.A. means not applicable.

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be a part of this Indenture.

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Exhibit A – Form of Security

Exhibit B – Form of Supplemental Indenture

INDENTURE, dated as of July 22, 2011, among YRC WORLDWIDE INC., a Delaware corporation, as issuer (the "Company"), certain of the Company's Domestic Subsidiaries from time to time party hereto, as guarantors, and U.S. BANK NATIONAL ASSOCIATION, as trustee (together with its successors and assigns, in such capacity, the "Trustee").

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Company's 10% Series B Convertible Senior Secured Notes due 2015:

Article I
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01. Definitions.

"ABL Agent" means JPMorgan Chase Bank, N.A., together with its successors and permitted assigns.

"ABL Borrower" means YRCW Receivables LLC, a special purpose, bankruptcy-remote Restricted Subsidiary of the Company.

"ABL Credit Agreement" means the Credit Agreement, dated as of the Issue Date, by and among the ABL Borrower, the Company, as servicer, the lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent thereunder, together with its successors and permitted assigns, as amended or otherwise modified time to time and any documents related thereto; *provided* that any amendment or modification is not materially adverse to the Holders. For the avoidance of doubt, any amendment or modification that meets the conditions described in clause (b) of the definition of "Qualified Receivables Financing" shall not be deemed to be materially adverse to the Holders.

"ABL Documents" means the ABL Credit Agreement, any "sale" document pursuant to which the ABL Borrower acquires receivables and the security documents, agreements and other documents entered into in connection with the ABL Credit Agreement (as in existence on the Issue Date or as otherwise permitted hereby).

"ABL Obligations" means (a) all principal of and interest (including without limitation any post-petition interest) and premium (if any) on all loans made pursuant to the ABL Credit Agreement and (b) all guarantee obligations, indemnification obligations, fees, expenses and other amounts payable from time to time pursuant to the ABL Documents, in each case whether or not allowed or allowable in an insolvency proceeding.

"Acceleration Premium" shall mean, in connection with any accelerated payment of any of the Securities pursuant to Article VI of this Indenture or the Securities, the aggregate present value as of the date of such accelerated payment of the amount of unpaid interest (exclusive of interest that has been accrued to the date of such accelerated payment, but inclusive of any interest that would have become payable on PIK Securities or on any increased principal amount of Securities as a result of the payment of PIK Interest if such accelerated payment had not been made) that would have been payable in respect of the principal amount of the Securities

(including any PIK Securities or any increase in the principal amount of the Securities as a result of the payment of PIK Interest), then outstanding, with the present value determined by discounting, on a semi-annual basis, such interest at the Reinvestment Rate (determined on the third Business Day preceding the date such declaration of acceleration is made) from the respective dates on which such interest payments would have been payable if such accelerated payment had not been made.

"Acquired Indebtedness" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged, consolidated or amalgamated with or into or became a Restricted Subsidiary of such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"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. Solely for purposes of Section 2.08, no Person will be deemed to "Control" another Person solely by virtue of their ownership of less than 20 percent of the voting power of the voting securities of such other Person.

"Amended and Restated Credit Agreement" means the Credit Agreement, dated as of the Issue Date, among the Company, the lenders party thereto from time to time and JPMorgan Chase Bank, National Association, as administrative agent thereunder.

"Asset Backed Agent" means the agent under any Asset Backed Credit Facility together with its successors and assigns.

"Asset Backed Cash Management Obligations" means, with respect to any Asset Backed Loan Party any obligations of such Asset Backed Loan Party owed to any Asset Backed Secured Party (or an affiliate thereof) in respect of treasury management arrangements, depositary or other cash management services including in connection with any automated clearing house transfers of funds or similar transactions.

"Asset Backed Credit Facility" means (i) any credit facility (other than the ABL Credit Agreement) with an advance rate on the basis of the value of inventory or accounts receivable (and, in each case, related assets) to the Company or any of its Restricted Subsidiaries or similar

instrument, that refinances, replaces or otherwise restructures the ABL Credit Agreement, including any agreement extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or any successor or replacement agreement or agreements or increasing the amount loaned or issued thereunder or altering the maturity thereof, and (ii) any similar credit support agreements or guarantees Incurred from time to time, as amended, supplemented, modified, extended, restructured, renewed, restated, refinanced or replaced in whole or in part from time to time; *provided* that any credit facility that refinances or replaces an Asset Backed Credit Facility must comply with clause (i) of this definition in order to be an Asset Backed Credit Facility.

"Asset Backed Credit Facility Intercreditor Agreement" means any intercreditor agreement entered into by the Company and/or any of its Restricted Subsidiaries, the Asset Backed Agent, the Collateral Trustee and other applicable secured parties with respect to any shared collateral.

"Asset Backed Loan Party" means the Company or any Restricted Subsidiary party to an Asset Backed Credit Facility.

"Asset Backed Secured Party" means the agents under any Asset Backed Credit Facility and the holders of obligations under any Asset Backed Credit Facility.

"Asset Backed Swap Obligations" means any obligations of an Asset Backed Loan Party pursuant to any swap agreement or hedge agreement in respect of interest rates, currency exchange rates or commodity prices entered into by an Asset Backed Loan Party and any Asset Backed Secured Party (or any affiliate thereof) at the time such agreement is entered into.

"Asset Sale" means:

(1) the sale, conveyance, transfer or other disposition (whether in a single transaction or a series of related transactions) of property or assets (including by way of a Sale/Leaseback Transaction) outside the ordinary course of business of the Company or any Restricted Subsidiary (each referred to in this definition as a "disposition"); or

(2) the issuance or sale of Equity Interests (other than directors' qualifying shares and shares issued to foreign nationals or other third parties to the extent required by applicable law) of any Restricted Subsidiary (other than to the Company or another Restricted Subsidiary) (whether in a single transaction or a series of related transactions),

in each case other than:

(a) a disposition of Cash Equivalents or Investment Grade Securities or obsolete, damaged or worn out property or equipment in the ordinary course of business;

(b) the disposition of all or substantially all of the assets of the Company in a manner permitted pursuant to Section 5.01 or any disposition that constitutes a Change of Control;

(c) any Restricted Payment or Permitted Investment that is permitted to be made, and is made, under Section 4.12;

(d) any disposition of assets of the Company or any Restricted Subsidiary or issuance or sale of Equity Interests of the Company or any Restricted Subsidiary, which assets or Equity Interests so disposed or issued have an aggregate Fair Market Value (as determined in good faith by the Company) of less than $2.5 million;

(e) any disposition of property or assets, or the issuance of securities, by the Company or a Restricted Subsidiary to the Company or another Restricted Subsidiary;

(f) any exchange of assets (including a combination of assets and Cash Equivalents) for assets related to a Similar Business of comparable or greater market value or usefulness to the business of the Company and the Restricted Subsidiaries as a whole, as determined in good faith by the Company;

(g) foreclosure or any similar action with respect to any property or other asset of the Company or any of the Restricted Subsidiaries;

(h) any sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(i) (x) leases, subleases and terminations and abandonment of any leasehold interest in real property and (y) granting of easements or rights of way in respect of real property, in each case, in the ordinary course of business consistent with past practices;

(j) any sale of inventory or other assets in the ordinary course of business;

(k) any grant in the ordinary course of business of any license of patents, trademarks, know-how or any other intellectual property;

(l) in the ordinary course of business, any swap of assets, or lease, assignment or sublease of any real or personal property, in exchange for services (including in connection with any outsourcing arrangements) of comparable or greater value or usefulness to the business of the Company and the Restricted Subsidiaries as a whole, as determined in good faith by the Company;

(m) a transfer of accounts receivable and related assets of the type specified in the definition of "Receivables Financing" (or a fractional undivided interest therein) by a Receivables Subsidiary in a Qualified Receivables Financing;

(n) any financing transaction with respect to property built or acquired by the Company or any Restricted Subsidiary after the Issue Date, including any Sale/Leaseback Transaction or asset securitization permitted by this Indenture;

(o) dispositions in connection with Permitted Liens or the grant of Permitted Liens;

(p) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Company or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(q) the sale of any property in a Sale/Leaseback Transaction within six months of the acquisition of such property;

(r) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements; and

(s) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind.

"Attributable Debt" 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/Leaseback Transaction.

"Bank Group Cash Management Obligations" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement, as in effect on the date hereof.

"Bank Group Documents" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement.

"Bank Group Obligations" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement.

"Bank Group Representative" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement.

"Bank Indebtedness" means any and all amounts payable under or in respect of the Credit Agreement and the other Credit Agreement Documents as amended, restated, supplemented, waived, replaced, restructured, repaid, refunded, refinanced or otherwise modified from time to time (including after termination of the Credit Agreement), including principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations, guarantees and all other amounts payable thereunder or in respect thereof.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended.

"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 Board of Directors and to be in full force and effect, and delivered to the Trustee.

"Business Day" means a day, other than a Saturday or Sunday, that in The City of New York or at a place of payment is not a day on which banking institutions are authorized or required by law, regulation or executive order to close.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock or shares;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person;

provided, *however*, that all convertible Indebtedness, including the Securities, the Other Securities and the Company's 3.375% contingent convertible notes due 2023, 5% contingent convertible senior notes due 2023 and 6% convertible senior notes due 2014, shall be deemed Indebtedness, and not Capital Stock, unless and until the applicable part of any such Indebtedness is converted into Common Stock.

"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 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; *provided* that, for the avoidance of doubt, any obligations relating to a lease that was accounted for by such Person as an operating lease as of the Issue Date and any similar lease entered into after the Issue Date by such Person shall be accounted for as an operating lease and not a Capitalized Lease Obligation.

"Cash Equivalents" means:

(1) cash;

(2) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America) or any member state of the European Union, in each case maturing within one year from the date of acquisition thereof;

(3) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable from S&P or from Moody's;

(4) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any commercial bank (which has outstanding debt securities rated as referred to in paragraph (3) above) that has a combined capital and surplus and undivided profits of not less than $500,000,000;

(5) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (2) above and entered into with a financial institution satisfying the criteria of clause (4) above;

(6) investments in "money market funds" within the meaning of Rule 2a-7 of the Investment Company Act of 1940, as amended, substantially all of whose assets are invested in investments of the type described in clauses (1) through (5) above; and

(7) other short-term investments entered into in accordance with normal investment policies and practices of any Foreign Subsidiary consistent with past practices for cash management and constituting investments in governmental obligations and investment funds analogous to and having a credit risk not greater than investments of the type described in clauses (1) through (6) above.

"Certificate of Incorporation" means the Company's certificate of incorporation, as it may be amended from time to time.

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

"Change of Control" means the occurrence of either of the following:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all the assets of the Company and its Subsidiaries, taken as a whole, to any Person; or

(2) the Company becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), in a single transaction or in a related series of transactions, by way of merger, consolidation, amalgamation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision), of more than 50% of the total voting power of the Voting Stock of the Company.

"Collateral" means any and all property owned, leased or operated by a Person covered by the Collateral Documents and any and all other property of the Company or any Guarantor, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Collateral Trustee and for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement) to secure the Secured Obligations (as defined in the Collateral Trust Agreement); *provided* that Collateral shall exclude Excluded Property.

"Collateral Documents" means, collectively, the Security Agreement, the Security and Collateral Agency Agreement, the Mortgages, the Vehicle Title Custodial Agreement, the Intercreditor Agreements and all other agreements, instruments and documents executed in connection with this Indenture that are intended to create, perfect or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, mortgages, deeds of trust, collateral trust agreements, intercreditor agreements or collateral sharing agreements, loan agreements, notes, guarantees, subordination agreements, pledges, powers of attorney, consents, assignments, contracts, fee letters, notices, leases, financing statements and all other written matter whether heretofore, now, or hereafter executed by the Company or any Guarantor and delivered to the Collateral Trustee, in each case that is intended to create, perfect or evidence Liens to secure the Secured Obligations, as the same may be amended, amended and restated, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time.

"Collateral Trust Agreement" means the Collateral Trust Agreement among the Company, the Subsidiaries of the Company from time to time party thereto, the Trustee, the trustee under the Other Securities Indenture and U.S. Bank National Association, as Collateral Trustee, dated as of the Issue Date, as it may be amended, restated, supplemented, modified, extended, renewed or replaced from time to time in accordance with its terms.

"Collateral Trustee" means U.S. Bank National Association, together with its successors and permitted assigns, in its capacity as collateral trustee under the Collateral Trust Agreement, the Security Agreement and any other Collateral Document (and to the extent applicable any co-trustee or separate trustee appointed by the Collateral Trustee pursuant to the Collateral Trust Agreement).

"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.

"consolidated" with respect to any Person shall mean such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary, but the interest of such Person in an Unrestricted Subsidiary will be accounted for as an Investment.

"Consolidated Interest Expense" means, for any period, the sum of the total consolidated interest expense of the Company and its Restricted Subsidiaries for such period (calculated without regard to any limitations on the payment thereof) plus, without duplication, (a) that portion of Capitalized Lease Obligations of the Company and its Restricted Subsidiaries

representing the interest factor for such period, (b) the interest component of any lease payment under Attributable Debt transactions paid by the Company and its Restricted Subsidiaries for such period and (c) all commissions, discounts and other fees and charges owed by the Company or any of its Restricted Subsidiaries with respect to letters of credit, bankers' acceptances, bank guaranties, letters of guaranty and similar obligations.

"Consolidated Net Income" means, with reference to any period, the net income (or loss) of the Company and its Restricted Subsidiaries calculated in accordance with GAAP on a consolidated basis (without duplication) for such period (without deduction for minority interests); *provided* that (a) in determining Consolidated Net Income, the net income of any other Person which is not a Restricted Subsidiary of the Company or is accounted for by the Company by the equity method of accounting shall be included only to the extent of the payment of cash dividends or cash distributions by such other Person to the Company or a Restricted Subsidiary thereof during such period, (b) the net income of any Restricted Subsidiary of the Company shall be excluded to the extent that the declaration or payment of cash dividends or similar cash distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted by operation of its charter or any agreement, instrument or law applicable to such Restricted Subsidiary and (c) the net income (or loss) of any other Person acquired by the Company or a Restricted Subsidiary of the Company in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded.

Notwithstanding the foregoing, for the purpose of Section 4.12 only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of assets from Unrestricted Subsidiaries or Restricted Subsidiaries to the extent such dividends, repayments or transfers increase the amount of Restricted Payments permitted under such Section pursuant to clauses (D) and (E) of the definition of "Cumulative Credit."

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof;

provided that the term Contingent Obligations shall not include endorsements of instruments for deposit or collection in the ordinary course of business.

"Contribution Deferral Agreement" means that certain Amended and Restated Contribution Deferral Agreement, dated as of the Issue Date, by and between YRC Inc., USF Holland, Inc., New Penn Motor Express, Inc., USF Reddaway Inc., certain other of the Subsidiaries of the Company, the Trustees for the Central States, Southeast and Southwest Areas Pension Fund, the Pension Fund Entities (as defined in the Amended and Restated Credit Agreement) and each other pension fund from time to time party thereto and Wilmington Trust Company, and all agreements, instruments and other documentation related thereto, all as the same may be amended, amended and restated, restated, supplemented or otherwise modified in accordance with the terms hereof.

"Conversion Price" means, in respect of each Security, as of any date, $1.00 divided by the Conversion Rate as of such date.

"Corporate Trust Office" means the office of the Trustee at which at any time this Indenture shall be administered, which office at the date of execution of this instrument is located at the address of the Trustee in Philadelphia, Pennsylvania specified in Section 14.02 hereof, except that with respect to the surrender of Securities for registration of transfer, exchange, purchase, redemption or conversion or the office where Global Securities shall be deposited as custodian for the Depositary, such term means the address of the Trustee in St. Paul, Minnesota specified in Section 14.02 hereof and with respect to presentation or surrender of Securities for payment such term means the office or agency of the Trustee at which at any particular time its corporate agency business shall be conducted in the Borough of Manhattan, The City of New York, which office or agency on the Issue Date is located at 100 Wall Street, New York, New York 10005, Attention Corporate Trust Services, or, in the case of any of such offices or agency, 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).

"Credit Agreement" means (i) the Amended and Restated Credit Agreement, including the letter of credit facility, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced, renewed, extended or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof, (ii) any Asset Backed Credit Facility and (iii) whether or not the Indebtedness referred to in clauses (i) or (ii) remains outstanding, if designated by the Company to be included in the definition of "Credit Agreement," one or more (A) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrow from lenders against such receivables) or letters of credit, (B) debt securities, indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances), or (C) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time.

"Credit Agreement Documents" means the collective reference to any Credit Agreement, any notes issued pursuant thereto and the guarantees thereof, any fee letters related thereto, and the collateral documents relating thereto, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified, in whole or in part, from time to time.

"Cumulative Credit" means the sum of (without duplication):

(1) 50% of Consolidated Net Income for the period (taken as one accounting period), from October 1, 2011 to the end of the Company' most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, in case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit), *plus*

(2) 100% of the aggregate net proceeds, including cash and the Fair Market Value (as determined in good faith by the Company) of property other than cash, received by the Company after the Issue Date (other than net proceeds to the extent such net proceeds have been used to Incur Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 4.11(b)(xiii)) from the issue or sale of Equity Interests of the Company or any direct or indirect parent entity of the Company (excluding Refunding Capital Stock, Designated Preferred Stock, Excluded Contributions and Disqualified Stock), including Equity Interests issued upon exercise of warrants or options (other than an issuance or sale to the Company or a Restricted Subsidiary), *plus*

(3) 100% of the aggregate amount of contributions to the capital of the Company received in cash and the Fair Market Value (as determined in good faith by the Company) of property other than cash after the Issue Date (other than Excluded Contributions, Refunding Capital Stock, Designated Preferred Stock and Disqualified Stock and other than contributions to the extent such contributions have been used to Incur Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 4.11(b)(xiii)), *plus*

(4) 100% of the principal amount of any Indebtedness or the liquidation preference or maximum fixed repurchase price, as the case may be, of any Disqualified Stock of the Company or any Restricted Subsidiary issued after the Issue Date (other than Indebtedness or Disqualified Stock issued to a Restricted Subsidiary) which has been converted into or exchanged for Equity Interests in the Company (other than Disqualified Stock) or any direct or indirect parent of the Company (*provided* in the case of any such parent, such Indebtedness or Disqualified Stock is retired or extinguished), *plus*

(5) 100% of the aggregate amount received by the Company or any Restricted Subsidiary in cash and the Fair Market Value (as determined in good faith by the Company) of property other than cash received by the Company or any Restricted Subsidiary from:

(a) the sale or other disposition (other than to the Company or a Restricted Subsidiary of the Company) of Restricted Investments made by the Company and the Restricted Subsidiaries and from repurchases and redemptions of such Restricted Investments from the Company and the Restricted Subsidiaries by any Person (other than the Company or any Restricted Subsidiary) and from repayments of loans or advances, and releases of guarantees, which constituted Restricted Investments (other than in each case to the extent that the Restricted Investment was made pursuant to clause (vii) of Section 4.12(b)),

(b) the sale (other than to the Company or a Restricted Subsidiary) of the Capital Stock of an Unrestricted Subsidiary, or

(c) a distribution or dividend from an Unrestricted Subsidiary, *plus*

(6) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company, the Fair Market Value (as determined in good faith by the Company) of the Investment of the Company or the Restricted Subsidiaries in such Unrestricted Subsidiary (which, if the Fair Market Value of such investment shall exceed $10.0 million, shall be determined by the Board of Directors, a copy of the resolution of which with respect thereto shall be delivered to the Trustee) at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable) (other than in each case to the extent that the designation of such Subsidiary as an Unrestricted Subsidiary was made pursuant to clause (vii) of Section 4.12(b) or constituted a Permitted Investment).

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

"Designated Non-cash Consideration" means the Fair Market Value (as determined in good faith by the Company) of non-cash consideration received by the Company or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation, less the amount of Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

"Designated Preferred Stock" means Preferred Stock of the Company or any direct or indirect parent of the Company (other than Disqualified Stock), that is issued for cash (other than to the Company or any of its Subsidiaries or an employee stock ownership plan or trust established by the Company or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officers' Certificate, on the issuance date thereof.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event:

(1) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock of such Person or any of its Restricted Subsidiaries, or

(3) is redeemable at the option of the holder thereof, in whole or in part (other than solely as a result of a change of control or asset sale),

in each case prior to 91 days after the earlier of the maturity date of the Securities or the date the Securities are no longer outstanding; *provided*, *however,* that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; *provided, further, however*, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Company or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by such Person in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability; *provided, further,* that any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Capital Stock that is not Disqualified Stock shall not be deemed to be Disqualified Stock.

"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.

"EBITDA" means Consolidated Net Income plus, to the extent deducted from revenues in determining Consolidated Net Income, without duplication, (a) Consolidated Interest Expense, (b) expense for taxes paid or accrued, (c) depreciation (including that applied to the Company's equity method investments), (d) amortization (including that applied to the Company's equity method investments), (e) extraordinary, non-cash charges, expenses or losses incurred other than in the ordinary course of business, (f) non-recurring (including non-recurring and unusual) non-cash charges, expenses or losses (including non-cash impairment charges) incurred other than in the ordinary course of business, (g) non-cash expenses related to stock based compensation or stock appreciation rights, (h) the actual aggregate amount of transaction and restructuring professional fees paid by the Company and its Restricted Subsidiaries during such four fiscal quarters, (i) to the extent applicable charges, expenses and losses incurred in respect of the transaction consummated pursuant to the Project Delta Purchase Agreement, (j) deferred financing, legal and accounting costs with respect to the Company's indebtedness that are charged to non-interest expense on the Company's income statement, minus, to the extent included in Consolidated Net Income, (k) interest income, (l) income tax credits and refunds (to the extent not netted from tax expense), (m) any cash payments made during such period in respect of items described in clauses (e), (f) or (g) above subsequent to the fiscal quarter in which the relevant non-cash expenses or losses were incurred, (n) any income or gains resulting from the early retirement, redemption, defeasance, repayment or similar actions in respect of Indebtedness and (o) extraordinary, unusual or non-recurring income or gains realized other than in the ordinary course of business, all calculated for the Company and its Restricted Subsidiaries in accordance with GAAP on a consolidated basis.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"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.

"Excluded Contributions" means the Cash Equivalents or other assets (valued at their Fair Market Value as determined in good faith by senior management or the Board of Directors) received by the Company after the Issue Date from:

(1) contributions to its common equity capital, and

(2) the sale (other than to a Subsidiary of the Company or to any Subsidiary management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Company,

in each case designated as Excluded Contributions pursuant to an Officers' Certificate on or promptly after the date such capital contributions are made or the date such Capital Stock is sold, as the case may be.

"Excluded Property" has the meaning assigned to such term in the Security Agreement.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction.

"Fixed Charge Coverage Ratio" means, for any period, the ratio of EBITDA for such period to the Fixed Charges for such period. In the event that the Company or any of the Restricted Subsidiaries Incurs, repays, repurchases or redeems any Indebtedness (other than in the case of any Qualified Receivables Financing, in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during the applicable period) or issues, repurchases or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect to such Incurrence, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; *provided* that the Company may elect pursuant to an Officers' Certificate delivered to the Trustee to treat all or any portion of the commitment under any Indebtedness as being Incurred at such time, in which case any subsequent Incurrence of Indebtedness under such commitment shall not be deemed, for purposes of this calculation, to be an Incurrence at such subsequent time.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, amalgamations, consolidations and discontinued operations (as determined in accordance with GAAP), in each case with respect to an operating unit of a business, and any

operational changes that the Company or any Restricted Subsidiary has determined to make and/or made during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Calculation Date shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, mergers, amalgamations, consolidations, discontinued operations and other operational changes (and the change of any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation, amalgamation, discontinued operation or operational change, in each case with respect to an operating unit of a business, that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, discontinued operation, merger, amalgamation, consolidation or operational change had occurred at the beginning of the applicable four-quarter period. If since the beginning of such period any Restricted Subsidiary is designated an Unrestricted Subsidiary or any Unrestricted Subsidiary is designated a Restricted Subsidiary, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such designation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to any event, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Company. Any such *pro forma* calculation may include adjustments appropriate, in the reasonable good faith determination of the Company as set forth in an Officers' Certificate, to reflect operating expense reductions and other operating improvements or synergies reasonably expected to result from the applicable event to the extent such adjustments, without duplication, continue to be applicable to such four-quarter period.

If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Swap Obligations applicable to such Indebtedness if such Swap Obligation has a remaining term in excess of 12 months). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Company may designate.

For purposes of this definition, any amount in a currency other than U.S. dollars will be converted to U.S. dollars based on the average exchange rate for such currency for the most recent twelve-month period immediately prior to the date of determination in a manner consistent with that used in calculating EBITDA for the applicable period.

"Fixed Charges" means, for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense (excluding amortization or write-off of deferred financing costs and excluding pay-in-kind interest in respect of the Securities or the Other Securities) of the Company and its Restricted Subsidiaries for such period, and

(2) all cash dividend payments (excluding items eliminated in consolidation) on any series of Preferred Stock or Disqualified Stock of the Company and its Restricted Subsidiaries.

"Foreign Subsidiary" means a Subsidiary not organized or existing under the laws of the United States of America or any state or territory thereof or the District of Columbia.

"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 Issue Date, except with respect to any reports or financial information required to be delivered pursuant to Section 4.02 hereof, which shall be prepared in accordance with GAAP as in effect on the date thereof.

"Global Securities" means Securities that are in the form of the Securities attached hereto as Exhibit A with the appropriate legends.

"guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"Guarantee" means an unconditional guaranty of the Secured Obligations given by any Subsidiary pursuant to the provisions of Article XII of this Indenture.

"Guarantor" means each of (i) YRC Inc., a Delaware corporation, 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, YRC Association Solutions, Inc., a Delaware corporation, Express Lane Service, Inc., a Delaware corporation, YRC International Investments, Inc., a Delaware corporation, USF RedStar LLC, a Delaware limited liability company, USF Dugan Inc., a Kansas corporation, USF Technology Services Inc., an Illinois corporation, YRC Mortgages, LLC, a Delaware limited liability company, New Penn Motor Express, Inc., a Pennsylvania corporation, Roadway Express International, Inc., a Delaware corporation, Roadway Reverse Logistics, Inc., an Ohio corporation, USF Bestway Inc., an Arizona corporation, USF Canada Inc., a Delaware corporation, USF Mexico Inc., a Delaware corporation and USFreightways Corporation, a Delaware corporation, (ii) each Subsidiary that executes and delivers a Guarantee pursuant to Section 12.07(b) 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. References to Guarantor or Guarantors, where appropriate, shall include such Guarantor, or Guarantors, in its or their capacity as a grantor or mortgagor under the applicable Collateral Documents.

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

"IBT MOU" means the Agreement for the Restructuring of the YRC Worldwide, Inc. Operating Companies, dated September 24, 2010, among YRC Inc., USF Holland, Inc. and New Penn Motor Express , Inc. and the Teamsters National Freight Industry Negotiating Committee.

"Incur" means issue, assume, guarantee, incur or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

"Indebtedness" means, with respect to any Person:

(1) the principal and premium (if any) of any indebtedness of such Person, whether or not contingent, (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof), (c) representing the deferred and unpaid purchase price of any property (except any such balance that (i) constitutes a trade payable or similar obligation to a trade creditor Incurred in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (iii) liabilities accrued in the ordinary course of business), which purchase price is due more than six months after the date of placing the property in service or taking delivery and title thereto, (d) in respect of Capitalized Lease Obligations, or (e) representing any Swap Obligations, if and to the extent that any of the foregoing would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise, the obligations referred to in clause (1) of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business); and

(3) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); *provided, however,* that the amount of such Indebtedness will be the lesser of: (a) the Fair Market Value (as determined in good faith by the Company) of such asset at such date of determination, and (b) the amount of such Indebtedness of such other Person;

provided, however, that notwithstanding the foregoing, Indebtedness shall be deemed not to include (1) Contingent Obligations Incurred in the ordinary course of business and not in respect of borrowed money; (2) deferred or prepaid revenues; (3) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller; or (4) Obligations under or in respect of Qualified Receivables Financing.

Notwithstanding anything in this Indenture to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under this Indenture but for the application of this sentence shall not be deemed an Incurrence of Indebtedness under this Indenture.

"Indenture" means this instrument, 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.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm or consultant, in each case of nationally recognized standing, that is, in the good faith determination of the Company, qualified to perform the task for which it has been engaged.

"Intercreditor Agreements" means the Senior Priority Lien Intercreditor Agreement, the Collateral Trust Agreement, the Security and Collateral Agency Agreement and such other intercreditor agreements as may be entered into from time to time by the Company with respect to the Collateral.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

"Investment Grade Securities" means:

(1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents),

(2) securities that have a rating equal to or higher than Baa3 (or equivalent) by Moody's and BBB- (or equivalent) by S&P, but excluding any debt securities or loans or advances between and among the Company and its Subsidiaries,

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment and/or distribution, and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit and advances to customers and commission, travel and similar advances to officers, employees and consultants made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet of such Person in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. For purposes of the definition of "Unrestricted Subsidiary" and Section 4.12:

(1) "Investments" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value (as determined in good faith by the Company) of the net assets of a Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) equal to:

(a) the Company's "Investment" in such Subsidiary at the time of such redesignation *less*

(b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value (as determined in good faith by the Company) of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value (as determined in good faith by the Company) at the time of such transfer, in each case as determined in good faith by the Board of Directors.

"Issue Date" means July 22, 2011.

"Jiayu Acquisition" means the acquisition by YRC Logistics Asia Limited of 100% of the equity interests of Shanghai Jiayu Logistics Co., Ltd., pursuant to the terms of that certain Equity Interest Sale and Purchase Agreement dated as of December 20, 2007, by and among YRC Logistics Asia Limited, Guoliang Zhai and Fengjun Qian.

"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, with respect to any property or asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such property or asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease

or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such property or asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Liquidated Damages" means Registration Rights Liquidated Damages and Required Charter Amendment Liquidated Damages.

"Material Adverse Effect" means (a) a material adverse effect on (i) the business, assets, operations or condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole, (ii) the ability of the Company to perform any of its obligations under this Indenture, the Securities or the Collateral Documents or (iii) the rights of or benefits available to the Secured Parties under this Indenture and the Collateral Documents or (b) a material impairment of a material portion of the Collateral or of any Lien on any material portion of the Collateral in favor of or for the benefit of the Collateral Trustee or the priority of such Liens.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Mortgage" means each mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Collateral Trustee for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement), on owned real property of the Company or any Guarantor, including any amendment, amendment and restatement, restatement, modification, supplement, extension, renewal or replacement thereto.

"Net Proceeds" means the aggregate cash proceeds received by the Company or any Restricted Subsidiary in respect of any Asset Sale (including, without limitation, any cash received in respect of or upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale and any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding the assumption by the acquiring Person of Indebtedness relating to the disposed assets or other consideration received in any other non-cash form), net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration (including, without limitation, legal, accounting and investment banking fees, and brokerage and sales commissions), and any relocation expenses Incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements related solely to such disposition), amounts required to be applied to the repayment of principal, premium (if any) and interest on Indebtedness required (other than pursuant to Section 4.14(b)(i)) to be paid to a third Person, and any deduction of appropriate amounts to be provided by the Company as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Company after such sale or other disposition thereof, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

"Obligations" means, with respect to any indebtedness, any obligation thereunder or in connection therewith, including, without limitation, principal, premium and interest (including post-petition interest thereon), penalties, liquidated damages, fees, costs, expenses, indemnifications, reimbursements, damages and other liabilities, whether now existing or hereafter arising, whether arising before or after the commencement of any case with respect to any obligor thereof under the Bankruptcy Code or any similar statute (including the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, or secured or unsecured, and including without limitation Acceleration Premium.

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

"Officers' Certificate" means a written certificate containing the statements specified in Section 14.05, signed by any two Officers and delivered to the Trustee.

"Opinion of Counsel" means a written opinion containing the statements specified in Section 14.05, from legal counsel, who may be an employee of, or counsel to, the Company, who is acceptable to the Trustee and delivered to the Trustee.

"Other Securities" means the Company's 10% Series A Convertible Senior Secured Notes due 2015 issued pursuant to the Other Securities Indenture.

"Other Securities Indenture" means the indenture, dated as of the Issue Date, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee, pursuant to which the Other Securities were issued on the Issue Date.

"Permitted Investments" means:

(1) any Investment in the Company or any Restricted Subsidiary;

(2) any Investment in Cash Equivalents or Investment Grade Securities;

(3) any Investment by the Company or any Restricted Subsidiary in a Person if as a result of such Investment (a) such Person becomes a Restricted Subsidiary, or (b) such Person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary;

(4) any Investment in securities or other assets not constituting Cash Equivalents and received in connection with an Asset Sale made pursuant to the provisions of Section 4.14 or any other disposition of assets not constituting an Asset Sale;

(5) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date or an Investment consisting of any extension, modification or renewal of any Investment existing on the Issue Date; *provided* that the amount of any such Investment may be increased (x) as required by the terms of such Investment as in existence on the Issue Date or (y) as otherwise permitted under this Indenture;

(6) advances to employees, taken together with all other advances made pursuant to this clause (6), not to exceed $2.0 million at any one time outstanding;

(7) any Investment acquired by the Company or any Restricted Subsidiary (a) in exchange for any other Investment or accounts receivable held by the Company or such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable, or (b) as a result of a foreclosure by the Company or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Investments Incurred pursuant to Swap Agreements permitted under Section 4.11(b)(x);

(9) (i) acquisition and holding accounts receivables or other extensions of credit owing to any of them if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary terms, (ii) endorsement of negotiable instruments for collection in the ordinary course of business, (iii) lease, utility and other similar deposits or any other advance or deposit in the ordinary course of business, (iv) pledges, deposits or advances constituting Permitted Liens, and (v) Investments in the ordinary course of business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices;

(10) additional Investments by the Company or any Restricted Subsidiary having an aggregate Fair Market Value (as determined in good faith by the Company), taken together with all other Investments made pursuant to this clause (10) that are at that time outstanding, not to exceed the greater of (x) $20.0 million and (y) 0.8% of Total Assets at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value); *provided, however,* that if any Investment pursuant to this clause (10) is made in any Person that is not the Company or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes the Company or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (10) for so long as such Person continues to be the Company or a Restricted Subsidiary;

(11) loans and advances to officers, directors or employees for business-related travel expenses, moving expenses and other similar expenses, in each case Incurred in the ordinary course of business or consistent with past practice or to fund such Person’s purchase of Equity Interests of the Company or any direct or indirect parent of the Company;

(12) Investments the payment for which consists of Equity Interests of the Company (other than Disqualified Stock) or any direct or indirect parent of the Company, as applicable; *provided, however,* that such Equity Interests will not increase the amount available for Restricted Payments under clause (3) of the definition of “Cumulative Credit”;

(13) any transaction to the extent it constitutes an Investment that is permitted by and made in accordance with the provisions of Section 4.15(b) (except transactions described in clauses (ii), (iv), (vi), (vii) and (ix)(B) of such Section);

(14) Investments consisting of the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(15) guarantees issued in accordance with Section 4.11 and Section 4.10, including, without limitation, any guarantee or other obligation issued or Incurred under the Credit Agreement in connection with any letter of credit issued for the account of the Company or any of its Subsidiaries (including with respect to the issuance of, or payments in respect of drawings under, such letters of credit);

(16) Investments consisting of purchases and acquisitions of inventory, supplies, materials, services or equipment or purchases of contract rights or licenses or leases of intellectual property;

(17) any Investment in a Receivables Subsidiary or any Investment by a Receivables Subsidiary in any other Person in connection with a Qualified Receivables Financing, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Financing or any related Indebtedness;

(18) Investments in deposit accounts or securities accounts opened in the ordinary course of business provided such deposit accounts or securities accounts are subject to deposit account control agreements or securities account control agreements if required hereunder;

(19) any Investment in an entity which is not a Restricted Subsidiary to which a Restricted Subsidiary sells accounts receivable pursuant to a Qualified Receivables Financing;

(20) [Reserved];

(21) Investments of a Restricted Subsidiary acquired after the Issue Date or of an entity merged into, amalgamated with or consolidated with the Company or a Restricted Subsidiary in a transaction that is not prohibited by Section 5.01 after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation; and

(22) Investments in connection with contractual put rights or offer rights in respect of the Jiayu Acquisition.

For purposes of this definition, in the event that a proposed Investment (or portion thereof) meets the criteria of more than one of the categories of Permitted Investments described in clauses (1) through (22) above, or is otherwise entitled to be incurred or made pursuant to Section 4.12 hereto, the Company will be entitled to classify, or later reclassify, such Investment (or portion thereof) in one or more of such categories set forth above or under Section 4.12 hereto.

"Permitted Liens" means, with respect to any Person:

(1) Liens for unpaid utilities and Liens imposed by law for taxes, in either case, that are not more than 30 days overdue or are being contested in good faith;

(2) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in good faith;

(3) Liens arising in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security or employment laws or regulations;

(4) Liens securing the performance of bids, tenders, trade contracts, government contracts, leases, statutory obligations, surety and appeal bonds, performance and return of money bonds and other obligations of a like nature, in each case in the ordinary course of business other than for the payment of Indebtedness;

(5) easements, zoning restrictions, rights-of-way, use restrictions, minor defects or irregularities in title, reservations (including reservations in any original grant from any government of any water or mineral rights or interests therein) and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company or any of its Subsidiaries;

(6) (A) Liens on assets of a Restricted Subsidiary that is not a Guarantor securing Indebtedness of such Restricted Subsidiary permitted to be Incurred pursuant to Section 4.11, (B)(i) Liens arising under the Credit Agreement and the related collateral documents securing Indebtedness (including the Bank Group Documents) permitted to be Incurred under Section 4.11(b)(i), *provided* (subject to Permitted Liens) the Secured Obligations are secured by Liens on the property and assets (other than Excluded Property) subject to such Liens on a Lien priority basis directly after, and immediately following, the Liens securing the Bank Group Obligations, in accordance with the terms and provisions of the Senior Priority Lien Intercreditor Agreement, (ii) Liens arising under any Asset Backed Credit Facility and the related collateral documents securing Indebtedness permitted to be Incurred under Section 4.11(b)(i)(B), *provided* (subject to Permitted Liens) the Secured Obligations are secured by Liens on the property and assets subject to such Liens on a Lien priority basis directly after, and immediately following, the Liens securing the Bank Group Obligations, in accordance with the terms and provisions of the Senior Priority Lien Intercreditor Agreement, (iii) Liens arising under the Contribution Deferral Agreement and the related collateral documents securing Indebtedness permitted to be Incurred under Section 4.11(b)(iii)(x), *provided* (subject to Permitted Liens) the Secured Obligations are secured by Liens on the property and assets (other than Excluded Property) subject to such Liens on a Lien priority basis directly after, and immediately following, the Liens securing the Bank Group Obligations, in accordance with the terms and provisions of the Senior Priority Lien Intercreditor Agreement and (iv) Liens arising under the Other Securities, the Other Securities Indenture and the related collateral documents (including the Restructuring Convertible Note Documents) securing Indebtedness permitted to be Incurred under Section 4.11(b)(iii)(y),

provided the Secured Obligations are secured by Liens on the property and assets subject to such Liens on a *pari passu* basis, consistent with the Senior Priority Lien Intercreditor Agreement and in accordance with the Collateral Trust Agreement, (C) Liens securing Indebtedness permitted to be Incurred pursuant to clause (iv), (xii) or (xx) of Section 4.11(b) (*provided* that in the case of clause (iv), such Lien does not extend to property or assets of the Company or any Restricted Subsidiary other than the property or equipment being financed (and proceeds and accessions thereto), in the case of clause (xii), such Lien is expressly subordinated to the Lien securing the Secured Obligations and, in the case of clause (xx), such Lien does not extend to the property or assets of any Subsidiary of the Company other than a Foreign Subsidiary), and (D) Liens securing the Secured Obligations arising under this Indenture and the Collateral Documents;

(7) Liens existing on the Issue Date (other than Liens provided for in clauses (1)-(6) or (8)-(28) of this definition), and Liens permitted to be Incurred under the Amended and Restated Credit Agreement as in effect on the Issue Date with respect to Sale/Leaseback Transactions permitted under the Amended and Restated Credit Agreement as in effect on the Issue Date;

(8) Liens on assets, property or shares of stock of a Person at the time such Person becomes a Subsidiary; *provided*, *however,* that such Liens are not created or Incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided*, *further,* however, that such Liens may not extend to any other property owned by the Company or any Restricted Subsidiary (other than proceeds or accessions) unless otherwise permitted hereby;

(9) Liens on assets or property at the time the Company or a Restricted Subsidiary acquired the assets or property, including any acquisition by means of a merger, amalgamation or consolidation with or into the Company or any Restricted Subsidiary; *provided, however,* that such Liens (other than Liens to secure Indebtedness permitted to be Incurred pursuant to Section 4.11(b)(xvi)) are not created or Incurred in connection with, or in contemplation of, such acquisition; *provided, further,* however, that the Liens (other than Liens to secure Indebtedness permitted to be Incurred pursuant to Section 4.11(b)(xvi)) may not extend to any other property owned by the Company or any Restricted Subsidiary;

(10) Liens securing Indebtedness or other obligations of the Company or a Restricted Subsidiary owing to the Company or another Restricted Subsidiary permitted to be Incurred in accordance with Section 4.11; *provided* any such Liens are expressly subordinated to the Liens securing the Secured Obligations;

(11) Liens securing Asset Backed Swap Obligations, Swap Obligations, Bank Group Cash Management Obligations permitted to be Incurred pursuant to Section 4.11(b)(x) and Asset Backed Cash Management Obligations;

(12) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person’s obligations in respect of bankers’ acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) Leases, licenses, subleases and sublicenses created in the ordinary course of business which do not interfere in any material respect with the business of the Company or any of the Restricted Subsidiaries;

(14) Liens arising from precautionary Uniform Commercial Code financing statement filings regarding operating leases entered into by the Company and the Restricted Subsidiaries in the ordinary course of business;

(15) Liens in favor of the Company or any Guarantor;

(16) Liens on accounts receivable and related assets of the type specified in the definition of "Receivables Financing" Incurred in connection with a Qualified Receivables Financing;

(17) Liens arising in the ordinary course of business in connection with financing insurance premiums;

(18) Liens on the Equity Interests of Unrestricted Subsidiaries;

(19) grants of software and other technology licenses in the ordinary course of business;

(20) Liens to secure any refinancing, restructuring, refunding, extension, renewal or replacement (or successive refinancings, restructurings, refundings, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (6), (7), (8), (9), (10) and (11); *provided, however,* that (x) such new Lien shall be limited to all or part of the same property that secured the original Lien (*plus* improvements on such property), (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6), (7), (8), (9), (10) and (11) at the time the original Lien became a Permitted Lien under this Indenture, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement and (z) such new Lien shall not rank *pari passu* with, or have priority over, or rank ahead of, or otherwise be senior pursuant to the Intercreditor Agreements or any other intercreditor agreement to the Lien securing the Secured Obligations (but may have priority over, or rank ahead of, or otherwise be senior pursuant to the Intercreditor Agreements or any other intercreditor agreement to the original Lien securing the Indebtedness being refinanced, refunded, extended, renewed or replaced) unless (A) the new Lien being created, Incurred or existing pursuant to this clause (20) is being created, Incurred or existing to secure Indebtedness being Incurred to refinance, refund, extend, renew or replace Indebtedness that is secured by a Lien that has priority over, or ranks ahead of, or otherwise is senior pursuant to the Intercreditor Agreements or any other intercreditor agreement to the Lien securing the Secured Obligations, in which case such new Lien may have priority over, or rank ahead of, or otherwise be senior pursuant to the Intercreditor Agreements or any other intercreditor agreement to the original Lien securing the Secured Obligations or (B) the new Lien being created, Incurred or existing pursuant to this clause (20) is being created, Incurred or existing to secure Indebtedness being Incurred to refinance, refund, extend, renew or replace Indebtedness that is secured by a Lien

that ranks *pari passu* pursuant to the Intercreditor Agreements or any other intercreditor agreement to the Lien securing the Notes, in which case such new Lien may rank *pari passu* pursuant to the Intercreditor Agreements or any other intercreditor agreement to the original Lien securing the Notes; *provided further*, however, that in the case of any Liens to secure any refinancing, refunding, extension or renewal of Indebtedness secured by a Lien referred to in clause (6)(B), the principal amount of any Indebtedness Incurred for such refinancing, refunding, extension or renewal shall be deemed secured by a Lien under clause (6)(B) and not this clause (20) for purposes of determining the principal amount of Indebtedness outstanding under clause (6)(B);

(21) Liens on equipment of the Company or any Restricted Subsidiary granted in the ordinary course of business to the Company's or such Restricted Subsidiary's client at which such equipment is located;

(22) judgment and attachment Liens not giving rise to an Event of Default and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(23) (a) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business; (b) Liens (i) on cash advances or earnest money deposits in favor of the seller of any property to be acquired in the Jiayu Acquisition or other investments permitted hereby, which cash advances shall be applied against the purchase price for such Jiayu Acquisition or other investments permitted hereby; and (ii) consisting of an agreement to dispose of any property and (c) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(24) (i) other Liens securing obligations which obligations do not exceed $35.0 million at any one time outstanding; and (ii) Liens securing obligations of the type described in Section 4.11(b)(iv); provided such obligations do not exceed $15.0 million and such Liens do not extend to property or assets of the Company or any Restricted Subsidiary other than the property or equipment being financed (and proceeds and accessions thereto);

(25) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(26) any amounts held by a trustee in the funds and accounts under an indenture securing any revenue bonds issued for the benefit of the Company or any Restricted Subsidiary;

(27) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes, and (iii) in favor of a banking or other financial institution arising as a matter of law or under customary general terms and conditions encumbering deposits, pooled deposits, sweep accounts or other funds maintained with a financial institution (including the right of setoff) and that are within the general parameters customary in the banking industry or arising pursuant to such banking institutions general terms and conditions; and

(28) Liens on cash, Cash Equivalents, deposit accounts, securities accounts and investment property and proceeds thereof to secure Obligations with respect to Indebtedness permitted by Section 4.11(b)(i)(C); *provided* that the aggregate amount of cash and Cash Equivalents subject to such Lien shall not exceed 105% of the amount of the Indebtedness secured thereby.

"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.

"PIK Interest" means interest paid in the form of (1) an increase in the outstanding principal amount of the Securities or (2) the issuance of PIK Securities.

"PIK Securities" means additional Securities issued under this Indenture on the same terms and conditions as the Securities issued on the Issue Date in connection with the payment of PIK Interest.

"Preferred Stock" means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution or winding up.

"Principal Amount" or "principal amount" of a Security means the Principal Amount as set forth on the face of the Security or, in the case of a Global Security, as such Principal Amount may be increased or decreased as set forth in Schedule I attached thereto, in all cases including any increase in the principal amount of the Securities as a result of the payment of PIK Interest.

"Principal Market" means 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.

"Project Delta Purchase Agreement" means that certain Equity Interest Purchase Agreement, dated as of June 25, 2010, by and among the Company, certain of its Subsidiaries and CEG Holdings, Inc. as in effect on July 28, 2010 and without giving effect to any subsequent modifications thereto that would be materially adverse to the lenders under the Amended and Restated Credit Agreement (it being understood and agreed that any reduction of the purchase price thereunder (whether individually or in the aggregate) in excess of $1,000,000 shall be deemed to be materially adverse to such lenders).

"Qualified Receivables Financing" means (a) the Receivables Financing pursuant to the ABL Credit Agreement and (b) any Receivables Financing of a Receivables Subsidiary that meets the following conditions:

(1) the Board of Directors shall have determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Company and the Receivables Subsidiary;

(2) all sales of accounts receivable and related assets to the Receivables Subsidiary are made at Fair Market Value (as determined in good faith by the Company); and

(3) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the Company) and may include Standard Securitization Undertakings.

The grant of a security interest in any accounts receivable of the Company or any Restricted Subsidiary (other than a Receivables Subsidiary) to secure Bank Indebtedness, Indebtedness in respect of the Securities or the Other Securities or any Refinancing Indebtedness with respect to the Securities or the Other Securities shall not be deemed a Qualified Receivables Financing.

"Rating Agency" means (1) each of Moody's and S&P and (2) if Moody's or S&P ceases to rate the Securities for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act selected by the Company, the Company or any direct or indirect parent of the Company as a replacement agency for Moody's or S&P, as the case may be.

"Receivables Fees" means distributions or payments made directly or by means of discounts with respect to any participation interests issued or sold in connection with, and all other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Financing.

"Receivables Financing" means any transaction or series of transactions that may be entered into by the Company or any of its Subsidiaries pursuant to which the Company or any of its Subsidiaries may sell, convey or otherwise transfer to (a) a Receivables Subsidiary (in the case of a transfer by the Company or any of its Subsidiaries); and (b) any other Person (in the case of a transfer by a Receivables Subsidiary), or may grant a security interest in, any accounts receivable (whether now existing or arising in the future) of the Company or any of its Subsidiaries, and any assets related thereto including, without limitation, all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable and any Swap Obligations entered into by the Company or any such Subsidiary in connection with such accounts receivable.

"Receivables Repurchase Obligation" means any obligation of a seller of receivables in a Qualified Receivables Financing to repurchase receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"Receivables Subsidiary" means (a) the ABL Borrower or (b) a Wholly-Owned Restricted Subsidiary (or another Person formed for the purposes of engaging in Qualified Receivables Financing with the Company in which the Company or any Subsidiary of the Company makes an Investment and to which the Company or any such Subsidiary transfers accounts receivable and related assets) which engages in no activities other than in connection with the financing of accounts receivable of the Company and its Subsidiaries, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors (as provided below) as a Receivables Subsidiary and:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by the Company or any other Subsidiary of the Company (excluding guarantees of obligations (other than the principal of and interest on, Indebtedness) pursuant to Standard Securitization Undertakings), (ii) is recourse to or obligates the Company or any other Subsidiary in any way other than pursuant to Standard Securitization Undertakings, or (iii) subjects any property or asset of the Company or any other Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

(2) with which neither the Company nor any other Subsidiary has any material contract, agreement, arrangement or understanding other than on terms which the Company reasonably believes to be no less favorable to the Company or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company; and

(3) to which none of the Company or their other Subsidiaries has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors pursuant to clause (b) of this definition shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of the Issue Date, among the Company, the Guarantors party thereto and the Holders party thereto, relating to the Securities.

"Registration Rights Liquidated Damages" means "Liquidated Damages" (as defined in the Registration Rights Agreement and calculated by the Company).

"Reinvestment Rate" shall mean with respect to the Securities, 0.50% plus the arithmetic mean of the yields under the heading "Week Ending" published in the most recent Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the remaining life to maturity, as of the accelerated payment date of the Securities. If no maturity exactly corresponds to such maturity, yields for the two published maturities most closely corresponding to such maturity shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Acceleration Premium shall be used.

"Required Charter Amendment" means an amendment to the Certificate of Incorporation increasing the Company's total number of shares of Common Stock authorized for issuance to no less than 6,045,422,914 shares of Common Stock.

"Required Charter Amendment Liquidated Damages" has the meaning set forth in Section 4.06.

"Responsible Officer" means, when used with respect to the Trustee, any officer assigned to the Corporate Trust Department (or any successor division or unit) of the Trustee located at the Corporate Trust Office of the Trustee, who shall have direct responsibility for the administration of this Indenture, and for the purposes of Section 7.01(c)(ii) and the second sentence of Section 7.05 shall also include any other officer of the Trustee to whom any corporate trust matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"Restricted Cash" means cash and Cash Equivalents held by Restricted Subsidiaries that are contractually restricted from being distributed to the Company, except for such cash and Cash Equivalents subject only to such restrictions that are contained in agreements governing Indebtedness permitted under this Indenture and that are secured by such cash or Cash Equivalents.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Subsidiary" means, with respect to any Person, any Subsidiary of such Person other than an Unrestricted Subsidiary of such Person. Unless otherwise indicated in this Indenture, all references to Restricted Subsidiaries shall mean Restricted Subsidiaries of the Company.

"Restructuring Agreement" means the letter agreement related to restructuring, dated as of April 29, 2011, among the Company and the participating lenders party thereto.

"Restructuring Convertible Note Documents" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement.

"Reversion Date" means the date on which one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Securities below an Investment Grade Rating.

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

"S&P" means Standard & Poor's Ratings Group or any successor to the rating agency business thereof.

"Sale/Leaseback Transaction" means an arrangement relating to property now owned or hereafter acquired by the Company or a Restricted Subsidiary whereby the Company or such Restricted Subsidiary transfers such property to a Person and the Company or such Restricted Subsidiary leases it from such Person, other than leases between the Company and a Restricted Subsidiary or between Restricted Subsidiaries.

"SEC" means the Securities and Exchange Commission.

"Secured Indebtedness" means any Indebtedness secured by a Lien.

"Secured Obligations" means the New Money Note Obligations (as defined in the Collateral Trust Agreement).

"Secured Parties" means the Trustee, each Holder and each other holder of Secured Obligations.

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

"Security" or "Securities" means any of the Company's 10% Series B Convertible Senior Secured Notes due 2015, as amended or supplemented from time to time, issued under this Indenture, including any PIK Securities issued in respect of Securities and any increase in the principal amount of outstanding Securities as a result of the payment of PIK Interest.

"Security Agreement" means that certain Pledge and Security Agreement (including any and all supplements thereto), dated as of the Issue Date, by and among the Company, the Subsidiaries of the Company from time to time party thereto and the Collateral Trustee, for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement), and any other pledge or security agreement entered into, after the date of this Indenture by the Company or any Subsidiary (as required by this Indenture or any Collateral Document), or any other Person, as the same may be amended, amended and restated, restated, supplemented, modified, extended, renewed or replaced from time to time.

"Security and Collateral Agency Agreement" means the Security and Collateral Agency Agreement, dated as of the Issue Date, among the Company, certain of its Subsidiaries from time to time party thereto, the Bank Group Representative, the Collateral Trustee and JPMorgan Chase Bank, National Association, as collateral agent for the benefit of the Bank Group Secured Parties (as defined in the Senior Priority Lien Intercreditor Agreement) and the Secured Parties (as defined in the Collateral Trust Agreement), as the same may be amended, amended and restated, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time.

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

"Senior Lenders" has the meaning set forth in the Senior Priority Lien Intercreditor Agreement.

"Senior Priority After-Acquired Property" means any and all assets or property of the Company or any Guarantor that secures any Bank Indebtedness that is not already subject to the Lien under the Collateral Documents, except to the extent such asset or property constitutes Excluded Property.

"Senior Priority Lien Intercreditor Agreement" means the intercreditor agreement, dated as of the Issue Date, among JPMorgan Chase Bank, National Association, as administrative agent under the Amended and Restated Credit Agreement, the Collateral Trustee, as collateral trustee under the Collateral Trust Agreement, Wilmington Trust Company, as agent under the Contribution Deferral Agreement, the ABL Agent (solely for purposes of acknowledging certain provisions) and the other parties from time to time party thereto, as it may be amended, amended and restated, restated, supplemented, modified replaced, extended, restructured or renewed from time to time in accordance with this Indenture.

"Senior Priority Lien Obligations" means (i) all Bank Indebtedness secured by a Lien, (ii) Swap Obligations of the Company and its Subsidiaries, (iii) all Bank Group Cash Management Obligations, (iv) all obligations of the Company and its Subsidiaries secured pursuant to an Asset Backed Credit Facility, if any, and (v) all obligations pursuant to the Contribution Deferral Agreement.

"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.

"Similar Business" means a business, the majority of whose revenues are derived from the activities of the Company and its Subsidiaries as of the Issue Date or any business or activity that is reasonably similar or complementary thereto or a reasonable extension, development or expansion thereof or ancillary thereto.

"Standard Securitization Undertakings" means representations, warranties, covenants, indemnities and guarantees of performance entered into by the Company or any Subsidiary thereof which the Company has determined in good faith to be customary in a Receivables Financing including, without limitation, those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"Stated Maturity" when used with respect to any Security, means the date on which the principal amount of such Security becomes due and payable as therein or herein provided, whether at the date specified as the maturity date in the form of Security, or by declaration of acceleration, call for redemption or otherwise (but excluding the repurchase of the Security at the option of the Holder thereof upon the happening of a Change of Control unless such Change of Control has occurred).

"Statistical Release" shall mean the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded United States government securities adjusted to constant maturities, or, if such statistical release is not published at the time of any determination under this Indenture, then such other reasonably comparable index which shall be designated by the Company.

"Subordinated Indebtedness" means (a) with respect to the Company, any Indebtedness of the Company which is by its terms subordinated in right of payment to the Securities, and (b) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to its Guarantee.

"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.

"Suspension Period" means the period of time between a Covenant Suspension Event and the related Reversion Date.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; *provided* that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Company or any Subsidiary shall be a Swap Agreement.

"Swap Obligations" means any and all obligations of the Company or any Subsidiary, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted hereunder entered into with a counterparty that was a lender or an Affiliate of a lender under the Credit Agreement at the time such Swap Agreement was entered into, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction.

"Total Assets" means the total consolidated assets of the Company and the Restricted Subsidiaries, as shown on the most recent balance sheet of the Company.

"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.

"Transactions" means (i) the execution, delivery and performance by the Company of the Amended and Restated Credit Agreement, the borrowing of loans thereunder and the use of the proceeds thereof, the issuance of letters of credit thereunder and the execution, delivery and performance by the Company and the Subsidiary guarantors of the other Loan Documents (as defined in the Amended and Restated Credit Agreement), (ii) the consummation of the Non-US Tranche Conversion and Termination, the Swingline Loan Conversion, the Revolving Loan Conversion, the Deferred Amounts Conversion, the Term Loan Exchange and the Equity Exchange (all as defined in the Amended and Restated Credit Agreement) and (iii) the consummation of those certain transactions defined in the Restructuring Agreement.

"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 successor.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other jurisdiction the laws of which are required to be applied in connection with the issue of perfection of security interests.

"Unrestricted Subsidiary" means:

(1) any Subsidiary of the Company that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary;

the Company may designate any Subsidiary of the Company (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on any property of, the Company or any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated; *provided, however,* that the Subsidiary to be so designated and its Subsidiaries do not at the time of designation have and do not thereafter Incur any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any of the Restricted Subsidiaries; *provided, further, however*, that either:

(a) the Subsidiary to be so designated has total consolidated assets of $1,000 or less; or

(b) if such Subsidiary has consolidated assets greater than $1,000, then such designation would be permitted under Section 4.12;

the Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided, however,* that immediately after giving effect to such designation:

(x) (1) the Company could Incur $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.11(a), or (2) the Fixed Charge Coverage Ratio would be greater than such ratio immediately prior to such designation, in each case on a *pro forma* basis taking into account such designation, and

(y) no Event of Default shall have occurred and be continuing.

Any such designation by the Company shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the resolution of the Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"Vehicle Title Custodial Agreement" means that certain Amended and Restated Custodial Administration Agreement, dated as of the Issue Date, by and among the Company, certain of the Subsidiaries of the Company from time to time party thereto, VINtek, Inc., the Bank Group Representative, the Collateral Trustee and JPMorgan Chase Bank, National Association, as collateral agent under the Security and Collateral Agency Agreement, as the same may be amended, amended and restated, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time.

"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 or Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing (1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by (2) the sum of all such payments.

"Wholly-Owned Restricted Subsidiary" is any Wholly-Owned Subsidiary that is a Restricted Subsidiary.

"Wholly-Owned Subsidiary" of any Person means a Subsidiary of such Person 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or shares required to be held by Foreign Subsidiaries) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

Section 1.02. Other Definitions.

Term	Defined in Section
Act	Section 1.05(a)
Affiliate Transaction	Section 4.15(a)
Agent Members	Section 2.12(b)(v)
As-Converted-to-Common-Stock-Basis	Section 11.01
Conversion Agent	Section 2.03
Conversion Date	Section 10.02
Conversion Rate	Section 10.06
Conversion Shares	Section 10.01
Covenant Suspension Event	Section 4.18
Depositary	Section 2.01(a)
DTC	Section 2.01(a)

Event of Default	Section 6.01
Ex-Date	Section 10.06(f)
Increased Amount	Section 4.17(d)
Legal Holiday	Section 14.08
Make Whole Premium	Section 10.01
Offer Period	Section 4.14(d)
Pari Passu Indebtedness	Section 4.14(b)(i)
Paying Agent	Section 2.03
Record Date	Section 10.06(g)
Registrar	Section 2.03
Rule 144A Information	Section 4.05
Spin-Off	Section 10.06(c)
Suspended Covenants	Section 4.18
Trigger Event	Section 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 in this Article;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

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

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

(f) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision hereof;

(g) unsecured Indebtedness shall not be deemed to be subordinated or junior to Secured Indebtedness merely because it is unsecured, (2) Secured Indebtedness shall not be deemed to be subordinated or junior to any other Secured Indebtedness merely because it has a junior priority with respect to the same collateral and (3) Indebtedness that is not guaranteed shall not be deemed to be subordinated or junior to Indebtedness that is guaranteed merely because of such guarantee; and

(h) references herein to Articles, Sections, Annexes and Exhibits are references to Articles, Sections, Annexes and Exhibits to this Indenture unless the context otherwise clearly indicates.

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 form set forth on Exhibit A, which is 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.

The terms and provisions contained in the Securities will constitute, and are hereby expressly made, a part of this Indenture and the Company, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Security conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(a) Issuance of Global Securities. Securities 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. The Company initially appoints DTC to act as Depositary with respect to the Global Securities.

(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 the payment of PIK Interest, 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 2.11 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, upon receipt of a Company Order and 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 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 an officer or other authorized signatory of the Trustee, 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 $100,000,000 upon receipt of a Company Order and an Opinion of Counsel covering such matters as the Trustee or the Collateral Trustee may reasonably request without any further action by the Company. In addition, in connection with the payment of PIK Interest, the Trustee shall upon receipt of a Company Order and an Opinion of Counsel authenticate and deliver PIK Securities for an aggregate principal amount specified in such Company Order for such PIK Securities issued hereunder. No other Securities may be authenticated and delivered hereunder.

The Securities shall be issued only in registered form without coupons and only in minimum denominations of $1.00 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 4.04. The term Conversion Agent includes any additional conversion agent, including any named pursuant to Section 4.04.

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 March 15 and September 15 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, upon receipt of a Company Order, 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, upon receipt of a Company Order, authenticate and deliver, the Securities that the Holder making the exchange is entitled to receive.

(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) All Global Securities and Certificated Securities issued upon any registration of transfer or exchange of Global Securities or Certificated Securities will be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Securities or Certificated Securities surrendered upon such registration of transfer or exchange.

(g) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar to effect a registration of transfer or exchange may be submitted by facsimile.

(h) Each Holder of a Security agrees to indemnify the Trustee and the Company against any liability that may result from the transfer, exchange or assignment of such Holder's Security in violation of any provision of this Indenture and/or applicable United States federal or state securities laws.

(i) None of the Trustee, Paying Agent, Registrar or Conversion Agent shall have any obligation or duty to monitor, determine or inquire as to compliance with restrictions, if any, on transfer imposed under this Indenture or under any applicable law with respect to any transfer of 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 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.

(j) 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 a Responsible Officer of 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 (including any outstanding PIK Securities and any increased principal amounts as a result of the payment of PIK Interest), except for those cancelled by it or delivered to it for cancellation, those paid pursuant to Section 2.07 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 of the Company 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 Article IV and Article IX). Upon request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Securities, if any, known by the Company to be owned or held by or for the account of the Company or any Affiliate of the Company, and the Trustee shall be entitled to accept and rely upon such Officers' Certificate as conclusive evidence of the facts set forth therein and of the fact that all Securities not listed therein are outstanding for the purpose of any determination. To the extent permitted by the TIA, certain provisions of the TIA applicable to the foregoing have been expressly excluded and are covered by Section 6.04 and Section 6.05 hereof.

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 redemption 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 redemption or the payment of principal at Stated Maturity, then immediately after such redemption date or Stated Maturity, as the case may be, such Securities (or portion thereof) repaid shall cease to be outstanding and interest, if any, premium, if any, and Liquidated Damages, if any, on such Securities (or portion thereof) repaid shall cease to accrue.

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 receipt of a 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, upon receipt of a Company Order, 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 redemption by the Company pursuant to 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, except as otherwise permitted by this Indenture. 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 in respect thereof, premium, if any, and accrued and unpaid interest and Liquidated Damages, if any, thereon, for the purpose of 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) 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, upon receipt of a Company Order, 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. None of the Trustee, the Paying Agent, the Registrar or the Conversion Agent shall have any responsibility or obligation to any beneficial owner in a Global Security, an Agent Member or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any Agent Member, with respect to any ownership interest in the Securities or with respect to the delivery to any Agent Member, beneficial owner or other Person (other than the Depositary) of any notice or the payment of any amount or the delivery or any securities or other assets, under or with respect to such Securities. All notices and communications to be given to the Securityholders and all payments and deliveries to be made to Securityholders under the Securities and this Indenture shall be given or made only to or upon the order of the registered holders (which shall be the Depositary or its nominee in the case of the Global Security). The rights of beneficial owners in the Global Security shall be exercised only through the Depositary subject to the applicable procedures. The Trustee, the Paying Agent, the Security Registrar and the Conversion Agent shall be entitled to rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners. The Trustee, the Paying Agent, the Security Registrar and the Conversion Agent shall be entitled to deal with the Depositary, and any nominee thereof, that is the registered holder of any Global Security for all purposes of this Indenture relating to such Global Security (including the payment of principal, premium, if any, interest and Liquidated Damages, if any, and securities and other assets, and the giving of instructions or directions by or to the owner or holder of a beneficial ownership interest in such Global Security) as the sole Holder of such Global Security and shall have no obligations to the beneficial owners thereof. None of the Trustee, the Paying Agent or the Security Registrar shall have any responsibility or liability for any acts or omissions of the Depositary with respect to such Global Security, for the records of any such Depositary, including records in respect of beneficial ownership interests in respect of any such Global Security, for any transactions between the Depositary and any Agent Member or between or among the Depositary, any such Agent Member and/or any holder or owner of a beneficial interest in such Global Security, or for any transfers of beneficial interests in any such Global Security. 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 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 and that reliance may be placed only on the other identification numbers printed on the Securities, and any such notice 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.

Section 2.14. PIK Interest.

(a) On each interest payment date, the Company shall pay interest on the Securities entirely in PIK Interest. No later than two Business Days prior to the relevant interest payment date the Company shall deliver to the Trustee and the Paying Agent (if other than the Trustee), (i) with respect to Securities represented by Certificated Securities, the required amount of new PIK Securities represented by Certificated Securities (rounded up to the nearest whole dollar) and a Company Order to authenticate and deliver such PIK Securities or (ii) with respect to Securities represented by one or more Global Securities, a Company Order to increase the outstanding principal amount of such Global Securities by the required amount (rounded up to the nearest whole dollar) (or, if necessary, pursuant to the requirements of the Depositary or otherwise, the required amount of new PIK Securities represented by Global Securities (rounded up to the nearest whole dollar) and a Company Order to authenticate and deliver such new Global Securities).

(b) Any PIK Securities shall, after being executed and authenticated pursuant to Section 2.02, be (i) if such PIK Securities are Certificated Securities, mailed to the Person entitled thereto as shown on the register maintained by the Registrar for the Certificated Securities as of the relevant record date or (ii) if such PIK Securities are Global Securities, deposited into the account specified by the Holder or Holders thereof as of the relevant record date. Alternatively, in connection with any payment of PIK Interest, the Company may direct the Paying Agent to make appropriate amendments to the schedule of principal amounts of the relevant Global Securities outstanding for which PIK Securities will be issued and arrange for deposit into the account specified by the Holder or Holders thereof as of the relevant record date.

(c) Payment shall be made in such form and terms as specified in this Section 2.14 and the Company shall and the Paying Agent may take additional steps as is necessary to effect such payment. The Company may not issue PIK Securities in lieu of paying interest in cash if such interest is payable with respect to any principal amount that is due and payable, whether at Stated Maturity, upon redemption, repurchase or otherwise.

Article III
REDEMPTION OF SECURITIES

Section 3.01. No Right of Redemption. No sinking fund is provided for the Securities. The Company shall not have the right to redeem any Securities.

The Company may, at any time and from time to time, purchase Securities in the open market or otherwise, subject to compliance with this Indenture and compliance with all applicable securities laws.

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 cash payments 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. Liquidated Damages, if any, Principal Amount, premium, if any, 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 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.

PIK Interest shall be paid in the manner provided in Section 2.14. Any payment of PIK Interest shall be considered paid on the date it is due if on such date (1) if PIK Securities (including PIK Securities that are Global Securities) have been issued therefor, such PIK Securities have been authenticated in accordance with the terms of this Indenture and (2) if the payment is made by increasing the principal amount of Global Securities then authenticated, the Trustee has increased the principal amount of Global Securities then authenticated by the required amount.

The Company shall, to the extent permitted by law, pay interest on overdue amounts in cash 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. The Trustee shall have no duty to examine any such reports, information or documents to determine whether or not they comply with the requirements of this Section or otherwise; its only duty being to file same in its records if and when received and to make them available for inspection during normal business hours by any Holder requesting same and at the expense of the Company. The Company further 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 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.

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, 2011) 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 or Events of Defaults, the nature and status thereof of which they may have knowledge and what action the Company is taking or proposes to take with respect thereto.

The Company shall deliver to the Trustee promptly (and in any event within 10 Business Days) after an Officer becomes aware of the occurrence thereof, written notice of any Event of Default, Default or any event which with the giving of notice or the lapse of time, or both, would become an Event of Default in the form of an Officers' Certificate specifying such Default or Event of Default, its status and what action the Company is taking or proposes to take with respect thereto.

Section 4.04. Maintenance of Office or Agency. The Company will maintain 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 14.02.

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.

Section 4.05. 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 4.06. Required Charter Amendment; Liquidated Damages.

(a) From the date that is sixty (60) days after the Issue Date until the date on which the Required Charter Amendment is in full force and effect, then in addition to any other rights the Holders may have hereunder or under applicable law, as partial liquidated damages and not as a penalty, default damages shall accrue on the Securities at a rate of 20% per annum ("Required Charter Amendment Liquidated Damages"); *provided* that no such Required Charter Amendment Liquidated Damages shall be payable (i) in the event the Company duly convenes a special stockholders' meeting within 60 days after the Issue Date to approve the Merger (as defined in the Restructuring Agreement), and the stockholders of the Company do not approve the Merger at such meeting and (ii) for any time after the effectiveness of the Required Charter Amendment. Required Charter Amendment Liquidated Damages will be due on the same interest payment dates as interest on the Securities is payable, and will be paid in the same form as PIK Interest is paid.

(b) If at any time Liquidated Damages become payable by the Company pursuant to the Registration Rights Agreement or Section 4.06(a), 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 or Section 4.06(a), as the case may be. Unless and until a Responsible Officer of the Trustee receives such Officers' Certificate at the Corporate Trust Office of the Trustee, 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 4.07. Existence. The Company will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business, except for such rights, licenses, permits, privileges and franchises the loss of which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, conveyance, transfer or lease permitted under Article V or any Asset Sale not prohibited by the terms of this Indenture.

Section 4.08. Maintenance of Properties. The Company will, and will cause each of its Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition (ordinary wear and tear, casualty and condemnation excepted), except in any case where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Section 4.09. After-Acquired Property. Subject to the terms, conditions and provisions set forth in the Collateral Documents, the Company and the Guarantors agree that all Senior Priority After-Acquired Property shall be Collateral under this Indenture and all appropriate Collateral Documents and shall take all necessary action, including the execution and delivery of such mortgages, deeds of trust, security instruments, supplements and joinders to security instruments, financing statements, certificates and opinions of counsel (in each case, in accordance with the applicable terms and provisions of this Indenture and the Collateral Documents), so that such Senior Priority After-Acquired Property is subject to the Lien of appropriate Collateral Documents and such Lien is perfected and has priority over other Liens in each case to the extent required by and in accordance with the applicable terms and provisions of this Indenture and the applicable Collateral Documents.

Section 4.10. Future Subsidiary Guarantors. The Company shall cause each Domestic Subsidiary that guarantees any Indebtedness of the Company or any of its Restricted Subsidiaries in an aggregate amount of $5.0 million or more to (a) promptly execute and deliver to the Trustee a supplemental indenture substantially in the form of Exhibit B pursuant to which such Domestic Subsidiary shall guarantee the Secured Obligations on the same secured basis, (b) promptly execute and deliver to the Trustee and the Collateral Trustee a joinder to the Intercreditor Agreements and (c) within 45 days execute and deliver to the Collateral Trustee such Collateral Documents or supplements or joinders thereto as are necessary for such Domestic Subsidiary to become a grantor or mortgagor under all applicable Collateral Documents and take all actions so that the Lien of the Collateral Documents on the property and assets of such Domestic Subsidiary are perfected and have priority over other Liens to the extent required by, and in accordance with, the applicable terms and provisions of this Indenture and the Collateral Documents.

Section 4.11. Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) (i) the Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) or issue any shares of Disqualified Stock; and (ii) the Company shall not permit any of the Restricted Subsidiaries (other than a Guarantor) to issue any shares of Preferred Stock; *provided, however,* that the Company and any Guarantor may Incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any Restricted Subsidiary that is not a Guarantor may Incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock or issue shares of Preferred Stock, in each case if the Fixed Charge Coverage Ratio of the Company for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is Incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00 determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been Incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such four-quarter period.

(b) The limitations set forth in Section 4.11(a) shall not apply to:

(i) the Incurrence by the Company or any Restricted Subsidiary of Indebtedness under the Credit Agreement as follows:

(A) Indebtedness under any Credit Agreement (other than an Asset Backed Credit Facility) in an aggregate principal amount outstanding at any time that does not exceed $744,475,114.49, less all principal repayments of Indebtedness Incurred under this Section 4.11(b)(i)(A) with the Net Proceeds of Asset Sales utilized in accordance with Section 4.14(b)(i);

(B) Indebtedness under any Asset Backed Credit Facility in an aggregate principal amount outstanding at any time that does not exceed $400.0 million; and

(C) Indebtedness under any letter of credit (to the extent collateralized with cash, Cash Equivalents, deposit accounts, securities accounts or investment property and proceeds thereof); *provided* that the aggregate amount of Indebtedness permitted pursuant to this clause (i)(C) shall not exceed $150.0 million at any time.

(ii) the Incurrence by the Company and the Guarantors of Indebtedness represented by the Securities and the Guarantees issued on the Issue Date (plus any PIK Securities issued from time to time as payment of PIK Interest on the Securities and any increase in the principal amount of Securities as a result of the payment of PIK Interest and, in each case, related guarantees thereof);

(iii) Indebtedness existing on the Issue Date (other than Indebtedness described in clauses (i), (ii) and (xvii) of this Section 4.11(b)) or permitted to be Incurred under the Amended and Restated Credit Agreement as in effect on the Issue Date with respect to Sale/Leaseback Transactions permitted under the Amended and Restated Credit Agreement as in effect on the Issue Date including

(x) under the Contribution Deferral Agreement and the guarantees thereof, (y) the $140.0 million principal amount of Other Securities issued on the Issue Date and the guarantees thereof (plus any additional Other Securities issued from time to time as payment of pay-in-kind interest or liquidated damages on the Other Securities and any increase in the principal amount of the Other Securities as a result of a payment of pay-in-kind interest or liquidated damages and, in each case, related guarantees thereof) and (z) the Company's $69.4 million aggregate principal amount of 6% convertible senior notes due 2014;

(iv) Indebtedness (including Capitalized Lease Obligations) Incurred by the Company or any Restricted Subsidiaries, Disqualified Stock issued by the Company or any Restricted Subsidiary and Preferred Stock issued by any Restricted Subsidiary to finance (whether prior to or within 270 days after) the acquisition, lease, construction, repair, replacement or improvement of property (real or personal) or equipment (whether through the direct purchase of assets or the Capital Stock of any Person owning such assets) in an aggregate amount which, when aggregated with the principal amount or liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and Incurred pursuant to this clause (iv), does not exceed the greater of $35.0 million and 1.5% of Total Assets at the time of Incurrence;

(v) Indebtedness owed to (including obligations in respect of letters of credit for the benefit of) any Person providing worker's compensation, health, disability or other employee benefits or property, casualty or liability insurance to the Company or any Restricted Subsidiary, pursuant to reimbursement or indemnification obligations to such Person and incurred in the ordinary course of business;

(vi) Indebtedness arising from agreements of the Company or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, Incurred in connection with any acquisition or disposition of any business, assets or a Subsidiary in accordance with the terms of this Indenture, other than guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition;

(vii) Indebtedness of the Company to a Restricted Subsidiary; *provided* that (except in respect of intercompany current liabilities Incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Company and its Subsidiaries) any such Indebtedness owed to a Restricted Subsidiary that is not a Guarantor is expressly subordinated in right of payment to the Secured Obligations; *provided*, *further*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien but not the transfer thereof upon foreclosure) shall be deemed, in each case, to be an Incurrence of such Indebtedness not permitted by this clause (vii);

(viii) shares of Preferred Stock of the Company or a Restricted Subsidiary issued to the Company or another Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary that holds such shares of Preferred Stock of another Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to the Company or another Restricted Subsidiary) shall be deemed, in each case, to be an issuance of shares of Preferred Stock not permitted by this clause (viii);

(ix) Indebtedness of a Restricted Subsidiary to the Company or another Restricted Subsidiary; *provided* that if a Guarantor Incurs such Indebtedness to a Restricted Subsidiary that is not the Company or a Guarantor (except in respect of intercompany current liabilities Incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Company and its Subsidiaries), such Indebtedness is subordinated in right of payment to the Guarantee of such Guarantor in respect of the Securities; *provided*, *further*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary holding such Indebtedness ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien but not the transfer thereof upon foreclosure) shall be deemed, in each case, to be an Incurrence of such Indebtedness not permitted by this clause (ix);

(x) Indebtedness incurred pursuant to Swap Agreements entered into in the ordinary course of business and not for speculative purposes and in respect of Bank Group Cash Management Obligations or Asset Backed Cash Management Obligations;

(xi) Indebtedness of the Company and its Restricted 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, 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;

(xii) Indebtedness or Disqualified Stock of the Company or, Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary not otherwise permitted hereunder in an aggregate principal amount or liquidation preference which, when aggregated with the principal amount or liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and Incurred pursuant to this clause (xii), does not exceed the greater of $35.0 million and 1.5% of Total Assets at the time of Incurrence (it being

understood that any Indebtedness Incurred pursuant to this clause (xii) shall cease to be deemed Incurred or outstanding for purposes of this clause (xii) but shall be deemed Incurred for purposes of Section 4.11(a) from and after the first date on which the Company, or the Restricted Subsidiary, as the case may be, could have Incurred such Indebtedness under Section 4.11(a) without reliance upon this clause (xii));

(xiii) Indebtedness or Disqualified Stock of the Company or any Restricted Subsidiary and Preferred Stock of any Restricted Subsidiary not otherwise permitted hereunder in an aggregate principal amount or liquidation preference not greater than 200% of the net cash proceeds received by the Company since immediately after the Issue Date from the issue or sale of Equity Interests of the Company or any direct or indirect parent entity of the Company (which proceeds are contributed to the Company) or cash contributed to the capital of the Company (in each case other than proceeds of Disqualified Stock or sales of Equity Interests to, or contributions received from, the Company or any of its Subsidiaries) to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments or to make other Investments, payments or exchanges pursuant to Section 4.12(b) or to make Permitted Investments (other than Permitted Investments specified in clauses (1) and (3) of the definition thereof); *provided* that any Indebtedness or Disqualified Stock in excess of 100% of such net cash proceeds or cash shall have a date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred) that is later than the maturity date of the Securities.

(xiv) any guarantee by the Company or any Restricted Subsidiary of the Company of Indebtedness or other obligations of the Company or any Restricted Subsidiary so long as the Incurrence of such Indebtedness Incurred by the Company or such Restricted Subsidiary is permitted under the terms of this Indenture; *provided* that (i) if such Indebtedness is by its express terms subordinated in right of payment to the Securities or the Guarantee of the Company or such Restricted Subsidiary, as applicable, any such guarantee with respect to such Indebtedness shall be subordinated in right of payment to the Securities or such Guarantee, as applicable, substantially to the same extent as such Indebtedness is subordinated to the Securities or the Guarantee, as applicable, and (ii) if such guarantee is of Indebtedness of the Company, such guarantee is Incurred in accordance with Section 4.10 to the extent Section 4.10 is applicable.

(xv) the Incurrence by the Company or any of the Restricted Subsidiaries of Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary that serves to refund, refinance or defease any Indebtedness Incurred or Disqualified Stock or Preferred Stock issued as permitted under Section 4.11(a) and clauses (ii), (iii), (iv), (xii), (xv) and (xvi) of this Section

4.11(b) or any Indebtedness, Disqualified Stock or Preferred Stock Incurred to so refund or refinance such Indebtedness, Disqualified Stock or Preferred Stock, including any additional Indebtedness, Disqualified Stock or Preferred Stock Incurred to pay premiums (including tender premiums), expenses, defeasance costs and fees in connection therewith (subject to the following proviso, "Refinancing Indebtedness") prior to its respective maturity; *provided, however,* that such Refinancing Indebtedness:

(A) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the shorter of (x) the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being refunded, refinanced or defeased and (y) the Weighted Average Life to Maturity that would result if all payments of principal on the Indebtedness, Disqualified Stock and Preferred Stock being refunded or refinanced that were due on or after the date that is 91 days following the last maturity date of any Securities then outstanding were instead due on such date (*provided* that this subclause (A) will not apply to any refunding or refinancing of any Secured Indebtedness constituting Senior Priority Lien Obligations other than obligations pursuant to the Contribution Deferral Agreement);

(B) to the extent such Refinancing Indebtedness refinances (a) Indebtedness junior to the Securities or a Guarantee, as applicable, such Refinancing Indebtedness is junior to the Securities or the Guarantee, as applicable, or (b) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness is Disqualified Stock or Preferred Stock; and

(C) shall not include (x) Indebtedness of a Restricted Subsidiary that is not a Guarantor that refinances Indebtedness of the Company or a Guarantor, or (y) Indebtedness of the Company or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary;

(xvi) Indebtedness, Disqualified Stock or Preferred Stock of (x) the Company or any Restricted Subsidiaries Incurred to finance an acquisition or (y) Persons that are acquired by the Company or any Restricted Subsidiary or merged, consolidated or amalgamated with or into the Company or any Restricted Subsidiary in accordance with the terms of this Indenture; *provided* that after giving effect to such acquisition or merger, consolidation or amalgamation, either:

(A) the Company would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.11(a); or

(B) the Fixed Charge Coverage Ratio of the Company would be greater than immediately prior to such acquisition or merger, consolidation or amalgamation;

(xvii) Indebtedness Incurred by a Receivables Subsidiary in a Qualified Receivables Financing that is not recourse to the Company or any Restricted Subsidiary other than a Receivables Subsidiary (except for Standard Securitization Undertakings);

(xviii) Indebtedness (i) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds for a period not more than five (5) Business Days after the chief financial officer, principal accounting officer, treasurer or controller of the Company has knowledge thereof and (ii) in respect of customary netting services and overdraft protections in connection with deposit accounts, in each case for clauses (i) and (ii) in the ordinary course of business;

(xix) Indebtedness of the Company or any Restricted Subsidiary supported by a letter of credit or bank guarantee issued pursuant to the Credit Agreement, in a principal amount not in excess of the stated amount of such letter of credit;

(xx) Indebtedness of Foreign Subsidiaries; *provided, however,* that the aggregate principal amount of Indebtedness Incurred under this clause (xx), when aggregated with the principal amount of all other Indebtedness then outstanding and Incurred pursuant to this clause and pursuant to clause (xxiv) below, does not exceed $25.0 million (it being understood that any Indebtedness Incurred pursuant to this clause (xx) shall cease to be deemed Incurred or outstanding for purposes of this clause (xx) but shall be deemed Incurred for the purposes of Section 4.11(a) from and after the first date on which such Foreign Subsidiary could have Incurred such Indebtedness under Section 4.11(a) without reliance upon this clause (xx));

(xxi) Indebtedness of the Company or any Restricted Subsidiary consisting of (1) the financing of insurance premiums or (2) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(xxii) Indebtedness consisting of Indebtedness issued by the Company or a Restricted Subsidiary to current or former officers, directors and employees thereof or any direct or indirect parent thereof, their respective estates, spouses or former spouses, in each case to finance the purchase or redemption of Equity Interests of the Company or any direct or indirect parent of the Company to the extent described in Section 4.12(b)(iv);

(xxiii) (a) Indebtedness of the Company or any Restricted Subsidiary as an account party in respect of trade letters of credit; (b) Indebtedness 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; and (c) Attributable Debt or any other Capitalized Lease Obligations incurred in connection with a Sale/Leaseback Transaction existing on the Issue Date or otherwise permitted under this Indenture;

(xxiv) Indebtedness incurred on behalf of, or representing Guarantees of Indebtedness of, non-U.S. joint ventures of the Company or any Restricted Subsidiary; *provided, however,* that the aggregate principal amount of Indebtedness Incurred under this clause (xxiv), when aggregated with the principal amount of all other Indebtedness then outstanding and Incurred pursuant to this clause (xxiv) and pursuant to clause (xx) above, does not exceed $25.0 million;

(xxv) Indebtedness 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; and

(xxvi) Indebtedness of the Company or any Restricted Subsidiary as an account party in respect of trade letters of credit.

For purposes of determining compliance with this Section 4.11:

(i) in the event that an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of more than one of the categories of permitted Indebtedness described in clauses (i) through (xxvi) above or is entitled to be Incurred pursuant to Section 4.11(a), the Company shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) in any manner that complies with this Section 4.11; *provided* that all Indebtedness under the Credit Agreement outstanding on the Issue Date shall be deemed to have been Incurred pursuant to clause (i) and the Company shall not be permitted to reclassify all or any portion of any Indebtedness Incurred pursuant to such clause (i); and

(ii) subject to the proviso to clause (i) above, at the time of Incurrence, the Company will be entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described in Section 4.11(a) and (b) without giving *pro forma* effect to the Indebtedness Incurred pursuant to Section 4.11(b) when calculating the amount of Indebtedness that may be Incurred pursuant to Section 4.11(a).

Accrual of interest, the accretion of accreted value, the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock, as applicable, amortization of original issue discount, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an Incurrence of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this Section 4.11 or Section 4.17. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; *provided* that the Incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 4.11.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term debt, or first committed or first Incurred (whichever yields the lower U.S. dollar equivalent), in the case of revolving credit debt; *provided* that if such Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

(c) Notwithstanding any other provision of this Section 4.11, the maximum amount of Indebtedness that the Company and the Restricted Subsidiaries may Incur pursuant to this Section 4.11 shall not be deemed to be exceeded, with respect to any outstanding Indebtedness, solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

Section 4.12. Limitation on Restricted Payments.

(a) the Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any distribution on account of the any of the Company's or any of the Restricted Subsidiaries' Equity Interests, including any payment made in connection with any merger, amalgamation or consolidation involving the Company (other than (A) dividends or distributions payable solely in Equity Interests (other than Disqualified Stock) of the Company; (B) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary that is not a Wholly-Owned Restricted Subsidiary, the Company or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities; and (C) dividends or distributions by the Company pursuant to and in accordance with stock option plans or other benefit plans for directors, officers, members of management or employees of the Company and its Subsidiaries);

(ii) purchase or otherwise acquire or retire for value any Equity Interests of the Company or any direct or indirect parent of the Company;

(iii) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case prior to any scheduled repayment or scheduled maturity, any Subordinated Indebtedness of the Company or a Guarantor (other than the payment, redemption, repurchase, defeasance, acquisition or retirement of (A) Subordinated Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such payment, redemption, repurchase, defeasance, acquisition or retirement and (B) Indebtedness permitted under clauses (vii) and (ix) of Section 4.11(b)); or

(iv) make any Restricted Investment

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of such Restricted Payment:

(A) no Default shall have occurred and be continuing or would occur as a consequence thereof;

(B) immediately after giving effect to such transaction on a *pro forma* basis, the Company could Incur $1.00 of additional Indebtedness under Section 4.11(a); and

(C) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and the Restricted Subsidiaries after the Issue Date (including Restricted Payments permitted by clauses (i), (ii) (with respect to the payment of dividends on Refunding Capital Stock (as defined below) pursuant to clause (C) thereof), (vi)(C), (viii), (xiii)(B), (xiv)(b) and (xviii) of Section 4.12(b), but excluding all other Restricted Payments permitted by Section 4.12(b)), is less than the amount equal to the Cumulative Credit (with the amount of any Restricted Payment made under this covenant in any property other than cash being equal to the Fair Market Value (as determined in good faith by the Company) of such property at the time made).

(b) The provisions of Section 4.12(a) shall not prohibit:

(i) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Indenture;

(ii) (1) the redemption, repurchase, retirement or other acquisition of any Equity Interests ("Retired Capital Stock") or Subordinated Indebtedness of the Company, any direct or indirect parent of the Company or any Guarantor in exchange for, or out of the proceeds of, the substantially concurrent sale of,

Equity Interests of the Company or any direct or indirect parent of the Company (contributed to the capital of the Company) or contributions to the equity capital of the Company (other than any Disqualified Stock or any Equity Interests sold to a Subsidiary of the Company) (collectively, including any such contributions, "Refunding Capital Stock"),

(2) the declaration and payment of dividends on the Retired Capital Stock out of the proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of Refunding Capital Stock, and

(3) if immediately prior to the retirement of Retired Capital Stock, the declaration and payment of dividends thereon was permitted under clause (vi) of this Section 4.12(b) and not made pursuant to clause (ii)(2) of this Section 4.12(b), the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Equity Interests of any direct or indirect parent of the Company) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Retired Capital Stock immediately prior to such retirement;

(iii) the redemption, repurchase, defeasance, or other acquisition or retirement of Subordinated Indebtedness of the Company or any Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Company or a Guarantor which is Incurred in accordance with Section 4.11 so long as:

(1) the principal amount (or accreted value, if applicable) of such new Indebtedness does not exceed the principal amount (or accreted value, if applicable), *plus* any accrued and unpaid interest, of the Subordinated Indebtedness being so redeemed, repurchased, defeased, acquired or retired for value (*plus* the amount of any premium required to be paid under the terms of the instrument governing the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired, any tender premiums, *plus* any defeasance costs, fees and expenses Incurred in connection therewith),

(2) such Indebtedness is subordinated to the Securities or the related Guarantee, as the case may be, at least to the same extent as such Subordinated Indebtedness so purchased, exchanged, redeemed, repurchased, defeased, acquired or retired for value except as otherwise permitted under clause (xv) of Section 4.11(b),

(3) such Indebtedness has a final scheduled maturity date equal to or later than the earlier of (x) the final scheduled maturity date of the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired and (y) 91 days following the last maturity date of any Securities then outstanding, and

(4) such Indebtedness has a Weighted Average Life to Maturity at the time Incurred which is not less than the shorter of (x) the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness being so redeemed, repurchased, defeased, acquired or retired and (y) the Weighted Average Life to Maturity that would result if all payments of principal on the Subordinated Indebtedness being redeemed, repurchased, defeased, acquired or retired that were due on or after the date that is one year following the last maturity date of any Securities then outstanding were instead due on such date;

(iv) a Restricted Payment to pay for the repurchase, retirement or other acquisition for value of Equity Interests of the Company or any direct or indirect parent of the Company held by any future, present or former employee, director or consultant of the Company or any direct or indirect parent of the Company or any Subsidiary of the Company pursuant to and in accordance with stock option plans or other benefit plans for directors, officers, members of management or employees of the Company and its Subsidiaries;

(v) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Company or any Restricted Subsidiary issued or Incurred in accordance with Section 4.11;

(vi) (1) the declaration and payment of dividends or distributions to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued after the Issue Date;

(2) a Restricted Payment to any direct or indirect parent of the Company, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) of any direct or indirect parent of the Company issued after the Issue Date; *provided* that the aggregate amount of dividends declared and paid pursuant to this clause (2) does not exceed the net cash proceeds actually received by the Company from any such sale of Designated Preferred Stock (other than Disqualified Stock) issued after the Issue Date; and

(3) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock in excess of the dividends declarable and payable thereon pursuant to Section 4.12(b)(ii);

provided, however, in the case of each of (1) and (3) above of this clause (vi), that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Designated Preferred Stock, after giving effect to such issuance (and the payment of dividends or distributions) on a *pro forma* basis, the Company would have had a Fixed Charge Coverage Ratio of at least 2.00 to 1.00;

(vii) Investments in Unrestricted Subsidiaries having an aggregate Fair Market Value (as determined in good faith by the Company), taken together with all other Investments made pursuant to this clause (vii) that are at that time outstanding, not to exceed $7.5 million (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(viii) the payment of dividends on the Company's Capital Stock (or a Restricted Payment to any direct or indirect parent of the Company to fund the payment by such direct or indirect parent of the Company of dividends on such entity's common stock) of up to 6% per annum of the net proceeds received by the Company from any public offering of such Capital Stock of the Company or any direct or indirect parent of the Company, other than public offerings with respect to the Company's (or such direct or indirect parent's) Capital Stock registered on Form S-4 or Form S-8 and other than any public sale constituting an Excluded Contribution;

(ix) Restricted Payments that are made with Excluded Contributions;

(x) other Restricted Payments in an aggregate amount not to exceed $35.0 million;

(xi) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(xii) [Reserved];

(xiii) the payment of Restricted Payments, if applicable:

(1) in amounts required for any direct or indirect parent of the Company to pay fees and expenses (including franchise or similar taxes) required to maintain its corporate existence, customary salary, bonus and other benefits payable to, and indemnities provided on behalf of, officers and employees of any direct or indirect parent of the Company and general corporate operating and overhead expenses of any direct or indirect parent of the Company in each case to the extent such fees and expenses are attributable to the ownership or operation of the Company, if applicable, and their Subsidiaries;

(2) in amounts required for any direct or indirect parent of the Company, if applicable, to pay interest and/or principal on Indebtedness the proceeds of which have been contributed to the Company or any Restricted Subsidiary and that has been guaranteed by, or is otherwise considered Indebtedness of, the Company Incurred in accordance with Section 4.11; and

(3) in amounts required for any direct or indirect parent of the Company to pay fees and expenses, other than to Affiliates of the Company, related to any unsuccessful equity or debt offering of such parent;

(xiv) payments made in connection with the Transactions;

(xv) [Reserved];

(xvi) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(xvii) purchases of receivables pursuant to a Receivables Repurchase Obligation in connection with a Qualified Receivables Financing and the payment or distribution of Receivables Fees;

(xviii) Restricted Payments by the Company or any Restricted Subsidiary to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options or warrants or upon the conversion or exchange of Capital Stock of any such Person;

(xix) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to the provisions similar to those described under Section 4.14 and Section 4.16; *provided* that all Securities tendered by Holders of the Securities in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value; and

(xx) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, amalgamation, merger or transfer of all or substantially all of the assets of the Company and the Restricted Subsidiaries, taken as a whole, that complies with Section 5.01; *provided* that as a result of such consolidation, amalgamation, merger or transfer of assets, the Company shall have made a Change of Control Offer (if required by this Indenture) and that all Securities tendered by Holders in connection with such Change of Control Offer have been repurchased, redeemed or acquired for value;

provided, however, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (vi)(B), (vii), (x), (xi) and (xiii)(B) of this Section 4.12(b), no Default shall have occurred and be continuing or would occur as a consequence thereof.

(c) For purposes of determining compliance with this Section 4.12, in the event that a Restricted Payment meets the criteria of more than one of the categories of Restricted Payments described in Section 4.12(b)(i) through (xx) above, or is permitted pursuant to Section 4.12(a) hereof, the Company will be entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify such Restricted Payment (or portion thereof) in any manner that complies with this Section 4.12.

(d) As of the Issue Date, all of the Subsidiaries of the Company shall be Restricted Subsidiaries. The Company will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and the Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the last sentence of the definition of "Investments." Such designation will only be permitted if a Restricted Payment or Permitted Investment in such amount would be permitted at such time and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Section 4.13. Dividend and Other Payment Restrictions Affecting Subsidiaries. The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of the Company or any Restricted Subsidiary to:

(a) (i) pay dividends or make any other distributions to the Company or any Restricted Subsidiary (1) on its Capital Stock; or (2) with respect to any other interest or participation in, or measured by, its profits; or (ii) pay any Indebtedness owed to the Company or any of Restricted Subsidiary;

(b) make loans or advances to the Company or any Restricted Subsidiary; or

(c) sell, lease or transfer any of its properties or assets to the Company or any Restricted Subsidiary; except in each case for such encumbrances or restrictions existing under or by reason of:

(A) contractual encumbrances or restrictions in effect on the Issue Date, including pursuant to the Credit Agreement Documents, the ABL Documents and the Contribution Deferral Agreement (or otherwise required by such agreements in effect on the Issue Date);

(B) this Indenture, the Securities (and any guarantees thereof), the Other Securities Indenture, the Other Securities (and any guarantees thereof) and the Collateral Documents (or otherwise required by such agreements);

(C) applicable law or any applicable rule, regulation or order;

(D) any agreement or other instrument of a Person acquired by the Company or any Restricted Subsidiary which was in existence at the time of such acquisition (but not created in contemplation thereof or to provide all or any portion of the funds or credit support utilized to consummate such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired (and proceeds and accessions thereto);

(E) contracts or agreements for the sale of assets, including any restriction with respect to a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of the Capital Stock or assets of such Restricted Subsidiary;

(F) Secured Indebtedness otherwise permitted to be Incurred pursuant to this Indenture that limit the right of the debtor to dispose of the assets securing such Indebtedness;

(G) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(H) customary provisions in joint venture agreements and other similar agreements entered into in the ordinary course of business;

(I) purchase money obligations for property acquired and Capitalized Lease Obligations in the ordinary course of business that impose restrictions of the nature discussed in clause (c) above on the property so acquired (or proceeds and accessions thereto);

(J) customary provisions contained in leases, subleases, licenses, sublicenses and other similar agreements entered into in the ordinary course of business;

(K) any encumbrance or restriction of a Receivables Subsidiary effected in connection with a Qualified Receivables Financing; *provided, however,* that such restrictions apply only to such Receivables Subsidiary;

(L) other Indebtedness, Disqualified Stock or Preferred Stock (a) of the Company or any Restricted Subsidiary that is a Guarantor or a Foreign Subsidiary or (b) of any Restricted Subsidiary that is not a Guarantor or a Foreign Subsidiary so long as such encumbrances and restrictions contained in any agreement or instrument will not materially affect the Company's ability to make anticipated principal or interest payments on the Securities (as determined in good faith by the Company), *provided* that in the case of each of clauses (a) and (b), such Indebtedness, Disqualified Stock or Preferred Stock is permitted to be Incurred subsequent to the Issue Date pursuant to Section 4.11;

(M) any Restricted Investment not prohibited by Section 4.12 and any Permitted Investment;

(N) restrictions on cash earnest money deposits in favor of sellers in connection with acquisitions not prohibited hereunder; or

(O) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (A) through (N) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements, restructurings or refinancings are, in the good faith judgment of the Company, not materially more restrictive with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

For purposes of determining compliance with this Section, (i) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (ii) the subordination of loans or advances made to the Company or a Restricted Subsidiary to other Indebtedness Incurred by the Company or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

Section 4.14. Asset Sales.

(a) The Company shall not, and shall not permit any of the Restricted Subsidiaries to, cause or make an Asset Sale, unless (x) the Company or any Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value (as determined in good faith by the Company) of the assets sold or otherwise disposed of and (y) at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary, as the case may be, is in the form of Cash Equivalents; *provided* that the amount of:

(i) any liabilities (as shown on the Company's or a Restricted Subsidiary's most recent balance sheet or in the notes thereto) of the Company or a Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Securities or any Guarantee) that are assumed by the transferee of any such assets or that are otherwise cancelled or terminated in connection with the transaction with such transferee,

(ii) any notes or other obligations or other securities or assets received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days of the receipt thereof (to the extent of the cash received), and

(iii) any Designated Non-cash Consideration received by the Company or any Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value (as determined in good faith by the Company), taken together with all other Designated Non-cash Consideration received pursuant to this Section 4.14(a)(iii) that is at that time outstanding, not to exceed the greater of 1.0% of Total Assets

and $25.0 million at the time of the receipt of such Designated Non-cash Consideration (with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value),

shall be deemed to be Cash Equivalents for the purposes of this Section 4.14(a).

(b) Subject to the terms, conditions and provisions of the Intercreditor Agreements, within 365 days after the Company's or any Restricted Subsidiary's receipt of the Net Proceeds of any Asset Sale, the Company or such Restricted Subsidiary may apply the Net Proceeds from such Asset Sale, at its option:

(i) to repay (A) Indebtedness constituting Senior Priority Lien Obligations (and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto or otherwise cash collateralize any such Senior Priority Lien Obligations); *provided* that the Lien on the assets that are the subject of the Asset Sale is senior in priority to the Lien securing the Secured Obligations pursuant to the terms of the Senior Priority Lien Intercreditor Agreement or the Asset Backed Credit Facility Intercreditor Agreement, if any, (B) Indebtedness of a Restricted Subsidiary that is not a Guarantor, (C) Secured Obligations or (D) other senior Indebtedness that is secured by a Lien permitted under this Indenture, including the Other Securities ("Pari Passu Indebtedness") (*provided* that the Company will equally and ratably reduce Secured Obligations through open-market purchases (*provided* that such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all Holders to purchase at a purchase price equal to 100% of the principal amount thereof, *plus* accrued and unpaid interest and Liquidated Damages, if any, the pro rata principal amount of Securities), in each case other than Indebtedness owed to the Company or an Affiliate of the Company; or

(ii) to make an Investment in any one or more businesses (*provided* that if such Investment is in the form of the acquisition of Capital Stock of a Person, such acquisition results in such Person becoming a Restricted Subsidiary of the Company), assets, or property or capital expenditures, in each case (a) used or useful in a Similar Business or (b) that replace, restore, repair or rebuild the properties and assets that are the subject of such Asset Sale.

In the case of Section 4.14(b)(ii), a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment until the 18 month anniversary of the date of the receipt of such Net Proceeds; *provided* that in the event such binding commitment is later canceled or terminated for any reason before such Net Proceeds are so applied, the Company or such Restricted Subsidiary enters into another binding commitment (a "Second Commitment") within six months of such cancellation or termination of the prior binding commitment; *provided, further*, that the Company or such Restricted Subsidiary may only enter into a Second Commitment under the foregoing provision one time with respect to each Asset Sale and to the extent such Second Commitment is later cancelled or terminated for any reason before such Net Proceeds are applied, or is not applied prior to such 18 month anniversary, then such Net Proceeds shall constitute Excess Proceeds.

Pending the final application of any such Net Proceeds, the Company or such Restricted Subsidiary may temporarily reduce Indebtedness under a revolving credit facility, if any, or otherwise invest such Net Proceeds in any manner not prohibited by this Indenture. Any Net Proceeds from any Asset Sale that are not applied as provided and within the time period set forth in the first sentence of this Section 4.14(b) (it being understood that any portion of such Net Proceeds used to make an offer to purchase Securities, as described in clause (i) of this Section 4.14(b), shall be deemed to have been invested whether or not such offer is accepted) will be deemed to constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $15.0 million, the Company shall make an offer to all Holders of Securities (and, at the option of the Company, to holders of any Pari Passu Indebtedness) (an "Asset Sale Offer") to purchase the maximum principal amount of Securities (and such Pari Passu Indebtedness), that is at least $1.00 and an integral multiple of $1.00 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof (or, in the event such Pari Passu Indebtedness was issued with significant original issue discount, 100% of the accreted value thereof), *plus* accrued and unpaid interest and Liquidated Damages, if any (or, in respect of such Pari Passu Indebtedness, such lesser price, if any, as may be provided for by the terms of such Pari Passu Indebtedness), to the date fixed for the closing of such offer, in accordance with the procedures set forth in this Section 4.14. The Company will commence an Asset Sale Offer with respect to Excess Proceeds within ten (10) Business Days after the date that Excess Proceeds exceed $15.0 million by mailing the notice required pursuant to the terms of Section 4.14(f), with a copy to the Trustee. To the extent that the aggregate amount of Securities (and such Pari Passu Indebtedness) tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for any purpose that is not prohibited by this Indenture. If the aggregate principal amount of Securities (and such Pari Passu Indebtedness) surrendered by holders thereof exceeds the amount of Excess Proceeds, the Trustee shall select the Securities to be purchased in the manner described in Section 4.14(e). Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

(c) The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws or regulations are applicable in connection with the repurchase of the Securities pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, The Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

(d) Not later than the date upon which written notice of an Asset Sale Offer is delivered to the Trustee as provided above, the Company shall deliver to the Trustee an Officers' Certificate certifying as to (i) the amount of the Excess Proceeds, (ii) the allocation of the Net Proceeds from the Asset Sales pursuant to which such Asset Sale Offer is being made and (iii) the compliance of such allocation with the provisions of Section 4.14(b). On such date, the Company shall also irrevocably deposit with the Trustee or with a paying agent (or, if the Company or a Wholly-Owned Restricted

Subsidiary is acting as the Paying Agent, segregate and hold in trust) an amount equal to the Excess Proceeds to be invested in Cash Equivalents, as directed in writing by the Company, and to be held for payment in accordance with the provisions of this Section 4.14. Upon the expiration of the period for which the Asset Sale Offer remains open (the "Offer Period"), the Company shall deliver to the Trustee for cancellation the Securities or portions thereof that have been properly tendered to and are to be accepted by the Company. The Trustee (or the Paying Agent, if not the Trustee) shall, on the date of purchase, mail or deliver payment to each tendering Holder in the amount of the purchase price. In the event that the Excess Proceeds delivered by the Company to the Trustee are greater than the purchase price of the Securities tendered, the Trustee shall deliver the excess to the Company immediately after the expiration of the Offer Period for application in accordance with Section 4.14.

(e) Holders electing to have a Security purchased shall be required to surrender the Security, with an appropriate form duly completed, to the Company at the address specified in the notice at least three Business Days prior to the purchase date. Holders shall be entitled to withdraw their election if the Trustee or the Company receives not later than one Business Day prior to the purchase date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Security which was delivered by the Holder for purchase and a statement that such Holder is withdrawing his election to have such Security purchased. If at the end of the Offer Period more Securities (and such Pari Passu Indebtedness) are tendered pursuant to an Asset Sale Offer than the Company is required to purchase, selection of such Securities for purchase shall be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which such Securities are listed, or if such Securities are not so listed, on a pro rata basis, by lot or by such other method as the Trustee shall deem fair and appropriate (and in such manner as complies with applicable legal requirements). Selection of such Pari Passu Indebtedness shall be made pursuant to the terms of such Pari Passu Indebtedness.

(f) Notices of an Asset Sale Offer shall be delivered electronically or mailed first class mail, postage prepaid, at least 30 but not more than 60 days before the purchase date to each Holder of Securities at such Holder's registered address. If any Security is to be purchased in part only, any notice of purchase that relates to such Security shall state the portion of the principal amount thereof that has been or is to be purchased.

Section 4.15. Transactions with Affiliates.

(a) The Company shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each of the foregoing, an "Affiliate Transaction") involving aggregate consideration in excess of $5.0 million, unless:

(i) such Affiliate Transaction is on terms that are not materially less favorable (taken as a whole) to the Company or the relevant Restricted Subsidiary than those that could have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person; and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $15.0 million, the Company delivers to the Trustee a resolution adopted in good faith by the majority of the Board of Directors, approving such Affiliate Transaction and set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (a) above.

(b) The provisions of Section 4.15(a) shall not apply to the following:

(i) transactions between or among the Company and/or any of the Restricted Subsidiaries (or an entity that becomes a Restricted Subsidiary as a result of such transaction) and any merger, consolidation or amalgamation of the Company and any direct parent of the Company; *provided* that such parent shall have no material liabilities and no material assets other than cash, Cash Equivalents and the Capital Stock of the Company and such merger, consolidation or amalgamation is otherwise in compliance with the terms of this Indenture and effected for a bona fide business purpose;

(ii) Restricted Payments permitted by Section 4.12 and Permitted Investments;

(iii) the payment of reasonable and customary fees and reimbursement of expenses paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Company, any Restricted Subsidiary or any direct or indirect parent of the Company;

(iv) transactions in which the Company or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (i) of Section 4.15(a);

(v) payments or loans (or cancellation of loans) to officers, directors, employees or consultants which are approved by a majority of the Board of Directors in good faith;

(vi) any agreement as in effect as of the Issue Date (or otherwise required pursuant to any agreement in effect on the Issue Date), any amendment, modification, supplement, extension, renewal, replacement or restructuring thereto (so long as any such agreement together with all amendments, modifications, supplements, extensions, renewals, replacements or restructurings thereto, taken as a whole, is not materially more disadvantageous to the Holders of the Securities than the original agreement as in effect on the Issue Date), any agreement required thereby or any transaction contemplated thereby as determined in good faith by the Company;

(vii) the existence of, or the performance by the Company or any Restricted Subsidiary of its obligations under the terms of any stockholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date, and, in each case, any amendment thereto or similar transactions, agreements or arrangements which it may enter into thereafter; *provided*, *however*, that the existence of, or the performance by the Company or any Restricted Subsidiary of its obligations under, any future amendment to any such existing transaction, agreement or arrangement or under any similar transaction, agreement or arrangement entered into after the Issue Date shall only be permitted by this clause (vii) to the extent that the terms of any such existing transaction, agreement or arrangement together with all amendments thereto, taken as a whole, or new transaction, agreement or arrangement are not otherwise more disadvantageous to the Holders of the Securities in any material respect than the original transaction, agreement or arrangement as in effect on the Issue Date;

(viii) the Transactions, and the payment of all fees and expenses related to the Transactions and the performance by the Company or any of its Restricted Subsidiaries of any agreement in connection with the Transactions;

(ix) (A) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture, which are fair to the Company and the Restricted Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Company, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party or (B) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business and consistent with past practice or industry norm;

(x) any transaction effected as part of a Qualified Receivables Financing;

(xi) the issuance of Equity Interests (other than Disqualified Stock) of the Company to any Person;

(xii) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the Board of Directors or the board of directors of any direct or indirect parent of the Company or of a Restricted Subsidiary, as appropriate, in good faith;

(xiii) any contribution to the capital of the Company;

(xiv) transactions permitted by, and complying with, Section 5.01;

(xv) transactions between the Company or any Restricted Subsidiary and any Person, a director of which is also a director of the Company or any direct or indirect parent of the Company; *provided*, *however*, that such director abstains from voting as a director of the Company or such direct or indirect parent, as the case may be, on any matter involving such other Person;

(xvi) pledges of Equity Interests of Unrestricted Subsidiaries;

(xvii) the formation and maintenance of any consolidated group or subgroup for tax, accounting or cash pooling or management purposes in the ordinary course of business;

(xviii) any employment agreements entered into by the Company or any Restricted Subsidiary in the ordinary course of business; and

(xix) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Company in an Officers' Certificate) for the purpose of improving the consolidated tax efficiency of the Company and its Subsidiaries and not for the purpose of circumventing any provision set forth in this Indenture.

Section 4.16. Change of Control.

(a) Upon a Change of Control, each Holder shall have the right to require the Company to repurchase all or any part of such Holder's Securities at a purchase price in cash equal to 101% of the principal amount thereof, *plus* accrued and unpaid interest, if any, to the date of repurchase (subject to the right of the Holders of record on the relevant record date to receive interest due on the relevant interest payment date), in accordance with the terms contemplated in this Section 4.16. In the event that at the time of such Change of Control the terms of any Bank Indebtedness restrict or prohibit the repurchase of Securities pursuant to this Section 4.16, then prior to the mailing of the notice to the Holders provided for in Section 4.16 but in any event within 30 days following any Change of Control, the Company shall (i) repay in full all Bank Indebtedness or, if doing so will allow the purchase of Securities, offer to repay in full all Bank Indebtedness and repay the Bank Indebtedness of each lender and/or Holder who has accepted such offer, or (ii) obtain the requisite consent under the agreements governing the Bank Indebtedness to permit the repurchase of the Securities as provided for in Section 4.16(b).

(b) Within 30 days following any Change of Control, the Company shall mail a notice (a "Change of Control Offer") to each Holder with a copy to the Trustee stating:

(i) that a Change of Control has occurred and that such Holder has the right to require the Company to repurchase such Holder's Securities at a repurchase price in cash equal to 101% of the principal amount thereof, *plus* accrued and unpaid interest and Liquidated Damages, if any, to the date of repurchase (subject to the right of the Holders of record on the relevant record date to receive interest on the relevant interest payment date);

(ii) the circumstances and relevant facts and financial information regarding such Change of Control;

(iii) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed); and

(iv) the instructions determined by the Company, consistent with this Section 4.16, that a Holder must follow in order to have its Securities purchased.

(c) Holders electing to have a Security purchased shall be required to surrender the Security, with an appropriate form duly completed, to the Company at the address specified in the notice at least three Business Days prior to the purchase date. The Holders shall be entitled to withdraw their election if the Trustee or the Company receives not later than one Business Day prior to the purchase date a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Security which was delivered for purchase by the Holder and a statement that such Holder is withdrawing his election to have such Security purchased. Holders whose Securities are purchased only in part shall be issued new Securities equal in principal amount to the unpurchased portion of the Securities surrendered.

(d) On the purchase date, all Securities purchased by the Company under this Section shall be delivered to the Trustee for cancellation, and the Company shall pay the purchase price *plus* accrued and unpaid interest to the Holders entitled thereto.

(e) A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(f) Notwithstanding the foregoing provisions of this Section, the Company shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4.16 applicable to a Change of Control Offer made by the Company and purchases all Securities validly tendered and not withdrawn under such Change of Control Offer.

(g) Securities repurchased by the Company pursuant to a Change of Control Offer will have the status of Securities issued but not outstanding or will be retired and canceled at the option of the Company. Securities purchased by a third party pursuant to the preceding clause (f) will have the status of Securities issued and outstanding.

(h) At the time the Company delivers Securities to the Trustee which are to be accepted for purchase, the Company shall also deliver an Officers' Certificate stating that such Securities are to be accepted by the Company pursuant to and in accordance with the terms of this Section 4.16. A Security shall be deemed to have been accepted for purchase at the time the Trustee, directly or through an agent, mails or delivers payment therefor to the surrendering Holder.

(i) Prior to any Change of Control Offer, the Company shall deliver to the Trustee an Officers' Certificate stating that all conditions precedent contained herein to the right of the Company to make such offer have been complied with.

(j) The Company shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Securities pursuant to this Section. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Section 4.16, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section by virtue thereof.

Section 4.17. Liens.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, create, Incur or suffer to exist any Lien on or with respect to the Collateral other than Permitted Liens. Subject to the immediately preceding sentence, the Company shall not, and shall not permit any of its Restricted Subsidiaries to, create, Incur or suffer to exist any Lien, other than Permitted Liens, on any asset or property of the Company or any such Restricted Subsidiary of the Company, or any income or profits therefrom, or assign or convey any right to receive income therefrom, whether owned at the Issue Date or thereafter acquired unless the Secured Obligations are secured equally and ratably with (or, in the case of Subordinated Indebtedness, prior or senior thereto, with the same relative priority as the Secured Obligations shall have with respect to such Subordinated Indebtedness) the obligation or liability secured by such Lien.

(b) Any Lien on property securing the Secured Obligations for the benefit of the Secured Parties shall be automatically and unconditionally released and discharged in accordance with the terms and provisions of the Intercreditor Agreements and, to the extent applicable and not in conflict with the Intercreditor Agreements, this Indenture and the other applicable Collateral Documents.

(c) For purposes of determining compliance with this covenant, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens described in clauses (1) through (28) of the definition of "Permitted Liens" but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens described in clauses (1) through (28) of the definition of "Permitted Liens", the Company shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant and will only be required to include the amount and type of such Lien or such item of Indebtedness secured by such Lien in one of the clauses of the definition of "Permitted Liens" and such Lien securing such item of Indebtedness will be treated as being Incurred or existing pursuant to only one of such clauses.

(d) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "Increased Amount" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest or fees, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms or in the form of common stock of the Company, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness described in clause (3) of the definition of "Indebtedness".

Section 4.18. Covenant Suspension. If on any date following the Issue Date, (i) the Securities have Investment Grade Ratings from both Rating Agencies, and (ii) no Default has occurred and is continuing under this Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event"), then, beginning on that day and continuing at all times thereafter until the Reversion Date (as defined below), and subject to the provisions of the following paragraph, the Company and the Restricted Subsidiaries shall not be subject to Section 4.11, Section 4.12, Section 4.13, Section 4.14, Section 4.15 and Section 5.01(d) (collectively the "Suspended Covenants").

In the event that the Company and the Restricted Subsidiaries are not subject to the Suspended Covenants under this Indenture for any period of time as a result of the foregoing, and on any subsequent date (the "Reversion Date") one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Securities below an Investment Grade Rating, then the Company and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under this Indenture with respect to future events.

On each Reversion Date, all Indebtedness Incurred, or Disqualified Stock or Preferred Stock issued, during the Suspension Period will be classified as having been Incurred or issued pursuant to Section 4.11(a) or Section 4.11(b) (to the extent such Indebtedness or Disqualified Stock or Preferred Stock would be permitted to be Incurred or issued thereunder as of the Reversion Date and after giving effect to Indebtedness Incurred or issued prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness or Disqualified Stock or Preferred Stock would not be so permitted to be Incurred or issued pursuant to Section 4.11(a), such Indebtedness or Disqualified Stock or Preferred Stock will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under Section 4.11(b)(iii). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 4.12 will be made as though Section 4.12 had been in effect since the Issue Date and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under Section 4.12(a). In addition, for purposes of Section 4.15, all agreements and arrangements entered into by the Company and any Restricted Subsidiary with an Affiliate of the

Company during the Suspension Period prior to such Reversion Date will be deemed to have been entered into on or prior to the Issue Date and for purposes of Section 4.13, all contracts entered into during the Suspension Period prior to such Reversion Date that contain any of the restrictions contemplated by such Section will be deemed to have been existing on the Issue Date. As described above, however, no Default or Event of Default will be deemed to have occurred on the Reversion Date as a result of any actions taken by the Company or the Restricted Subsidiaries during the Suspension Period.

For purposes of Section 4.14, on the Reversion Date, the unutilized Excess Proceeds amount will be reset to zero.

Upon the occurrence of a Covenant Suspension Event or a Reversion Date, the Company shall provide written notice to the Trustee, and file with the Trustee an Officers' Certificate certifying that such suspension or reversion complied with the foregoing provisions. In the case of a Covenant Suspension Event, such notice shall list the Suspended Covenants.

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 all or substantially all of the properties and assets of the Company (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, all of the obligations of the Company under the Securities, this Indenture and the Collateral Documents;

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

(c) the Company shall have delivered to the Trustee an Officers' Certificate and 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 complied with; and

(d) immediately after giving pro forma effect to such transaction, as if such transaction had occurred at the beginning of the applicable four-quarter period (and treating any Indebtedness which becomes an obligation of the successor Company or any Restricted Subsidiary as a result of such transaction as having been Incurred by the Successor Company or such Restricted Subsidiary at the time of such transaction), either

(i) the successor Company would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.11(a); or

(ii) the Fixed Charge Coverage Ratio for the successor Company and its Restricted Subsidiaries would be greater than such ratio for the Company and its Restricted Subsidiaries immediately prior to such transaction.

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 except for the 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, the Securities and the Collateral Documents. Subject to Section 9.06, the Company, the Trustee (upon receipt of a Company Order) and the successor corporation shall enter into a supplemental indenture (with endorsements of Guarantees thereon by the Guarantors) to evidence such succession, substitution and exercise of every right and power 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 (pursuant to paragraph 1 of the Securities), 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 premium on any Security when the same becomes due and payable at its Stated Maturity, upon declaration, upon redemption, 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) (i) 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 (including Indebtedness with respect to

the Other Securities), or the acceleration of the final stated maturity of any such Indebtedness (other than Indebtedness with respect to the Other Securities) (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 $15.0 million or more at any time; or (ii) the acceleration of the final stated maturity of the Indebtedness with respect to the Other Securities;

(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 $15.0 million, 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 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) the IBT MOU shall be declared invalid or illegal, shall be terminated, or shall no longer be in full force and effect;

(i) 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 60 days;

(j) 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;

(k) unless such Liens have been released in accordance with the provisions of this Indenture and the Collateral Documents, Liens in favor of the Collateral Trustee for the benefit of the Secured Parties with respect to all or a substantial portion of the Collateral cease to be valid, enforceable or perfected Liens (subject only to Permitted

Liens) or the Company or any Guarantor shall assert, in any pleading in any court of competent jurisdiction, that any such security interest is invalid or unenforceable and, in the case of any Guarantor, the Company fails to cause such Guarantor to rescind such assertions within 30 days after the Company has actual knowledge of such assertions, or

(l) the Company or any Guarantor fails to comply with any of its agreements contained in the Collateral Documents, except for a failure that would not be material to the Holders of the Securities and would not materially affect the value of the Collateral taken as a whole, and such failure continues for 60 days after notice by the Trustee, Collateral Trustee or the Holders of at least 25% in aggregate Principal Amount of the Securities at the time outstanding.

Section 6.02. Defaults and Remedies. If an Event of Default (other than an Event of Default specified in Section 6.01(d)(ii), Section 6.01(i) with respect to the Company or Section 6.01(j) with respect to the Company) occurs and is continuing, subject to the provisions, terms and conditions of the Intercreditor Agreements, the Trustee by notice to the Company and the Collateral Trustee, or the Holders of at least 25% in aggregate Principal Amount of the Securities at the time outstanding by notice to the Company, the Trustee and Collateral Trustee, may declare all Secured Obligations (including the Acceleration Premium set forth in this Section 6.02) to be immediately due and payable in cash. Upon such a declaration, such Secured Obligations shall become and be immediately due and payable in cash subject to the provisions of Article XII. If an Event of Default specified in Section 6.01(d)(ii), Section 6.01(i) solely with respect to the Company or Section 6.01(j) solely with respect to the Company, occurs and is continuing, all Secured Obligations (including the Acceleration Premium set forth in this Section 6.02) shall become and be immediately due and payable in cash 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 and the Collateral Trustee may rescind an acceleration and its consequences, including the payment of the Acceleration Premium, if (a) all existing Events of Default, other than the nonpayment of the principal of and other premium, accrued and unpaid interest 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 than by such declaration of acceleration, and (iii) to the extent the payment of such interest is lawful, interest on overdue installments of interest, 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.

If for any reason Secured Obligations are accelerated at any time pursuant to this Section 6.02, in view of the impracticality and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Holder’s lost profits as a result thereof, the Company agrees to pay in respect of the Securities, upon the effective date of

such acceleration, a repayment fee in the amount equal to the Acceleration Premium. Such Acceleration Premium shall be presumed to be the amount of liquidated damages sustained by Holders as a result of such acceleration and each of the Company and the Guarantors agrees that it is reasonable under the circumstances currently existing. In addition, Holders shall be entitled to such Acceleration Premium upon the occurrence of any Event of Default described in Section 6.01(d)(ii), Section 6.01(i) or Section 6.01(j) hereof, even if Holders elect, at their option, to provide financing to any obligor hereunder or permit the use of cash collateral under the Bankruptcy Code.

The Company and each Guarantor acknowledges, and, by accepting a Security, each Holder agrees, that each Holder of Securities has the right to maintain its investment in such Securities free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of an Acceleration Premium by the Company in the event that the Securities are accelerated as a result of an Event of Default is intended to provide compensation for the deprivation of such right under such circumstances.

Section 6.03. Other Remedies. If an Event of Default occurs and is continuing, subject to the provisions, terms and conditions of the Intercreditor Agreements, the Trustee may pursue any available remedy to collect the payment of the Principal Amount of all the Securities plus Acceleration Premium, plus all other premium, accrued and unpaid interest and Liquidated Damages, if any, thereon or to enforce the performance of any provision of the Securities, this Indenture or the Collateral Documents.

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 (calculated in accordance with Section 2.08 and the definition of “Affiliate” hereunder, to the extent permitted by the TIA), by notice in writing to the Trustee (and without notice to any other Securityholder necessary), 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 (calculated in accordance with Section 2.08 and the definition of “Affiliate” hereunder, to the extent permitted by the TIA) 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. 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 a majority 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 XII 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 at the option of the Holder that has not been converted in full as of such date in accordance with the terms and conditions of this Indenture and the Securities), and premium, 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(f) 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 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), premium, 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, premium, 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. Subject to the terms, conditions and provisions of the Intercreditor Agreements and the Collateral Documents, any money collected by the Trustee pursuant to this Article VI, and any money or other property distributable in respect of the Secured Obligations after the occurrence of an Event of Default, shall be applied in the following order:

FIRST: to the Trustee (including any predecessor Trustee), its agents, professional advisors and 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, if any, the Principal Amount (including, without limitation, the Principal Amount of any Securities (or portions thereof) subject to 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), 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 (to the extent such information is then known by the Trustee and is not superseded by an order issued by a court of competent jurisdiction).

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 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), premium, 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 such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their 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 the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine such 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, statements, conclusions or opinions contained therein).

This Section 7.01(b) shall be in lieu of Section 315(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 grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(i) this paragraph (c) does not limit the effect of paragraph (b) or (e) 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 of the Trustee unless it is proved in a court of competent jurisdiction in a final and non-appealable decision 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 or Section 13.02.

Section 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 Section 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 security or 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, or be required to invest, 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 believed by it in the absence of bad faith 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 rely conclusively 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 or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(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 or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, fees, expenses and liabilities which may be incurred by it in compliance with such request or direction;

(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 shall 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 received written notice of such Default or Event of Default at the Corporate Trust Office of the Trustee from the Company, any Guarantor or any Holder, 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 a 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 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;

(l) the Trustee shall have no duty to inquire as to the performance of the Company with respect to the covenants contained in Article IV;

(m) any permissive right or authority granted to the Trustee shall not be construed as a mandatory duty;

(n) the Company shall provide prompt written notice to the Trustee of any change to its fiscal year;

(o) 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, punitive or consequential loss or damage of any kind whatsoever (including, but not 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; and

(p) 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 Section 7.10 and Section 7.11.

Section 7.04. Trustee's Disclaimer. The Trustee shall not be responsible for and 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, in any offering document for, or in any document entered into in connection with the sale of, the Securities, in this Indenture or in the Securities (other than its certificate of authentication), all of which statements shall be taken as the statements of the Company. The Trustee shall have no duty to see to the performance or observance of, or to perform or observe, any of the covenants and agreements on the part of the Company, any Guarantor or any other Person to be performed or observed under this Indenture or any of the Securities or Guarantees. The Trustee shall not be responsible for making any calculation or computation in respect of any matter referred to in this Indenture.

Section 7.05. Notice of Defaults. If a Default occurs and is continuing and if it is actually known to a Responsible Officer of the Trustee, the Trustee shall give to each Securityholder notice of all such 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 of 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 Section 6.01(a) and Section 6.01(b), if and as long as the Trustee also acts in the capacity of the Paying Agent, the Trustee may withhold the notice if and so long as a committee of Responsible Officers of the Trustee 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 instrument, 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), if required by such 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 by any provision of law in regard to the compensation of a trustee of an express trust);

(b) to reimburse the Trustee promptly following its written 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 and disbursements of its agents, professional advisors and one primary counsel and required local counsel), except any such expense, disbursement or advance as may be attributable to its gross 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 of one primary counsel and required local counsel and taxes (other than taxes based upon, measured by or determined by the income of the Trustee)) incurred without gross negligence or willful misconduct on its part, as determined by a court of competent jurisdiction in a final and non-appealable decision, arising out of or in connection with this Indenture, the Securities and the acceptance or administration of the trust or trusts hereunder, including the documented 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, or in connection with enforcing the provisions of this Section.

To secure the Company's 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 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), premium, or interest, if any, due on overdue amounts, or shares of Common Stock to be issued with respect to any conversion at the election of any Holder or Make Whole Premium, as the case may be, in respect of any particular Securities (or portions thereof), and on the Collateral.

The Company's obligations pursuant to this Section 7.07 and the Lien provided for herein shall survive the satisfaction and discharge of this Indenture and the Securities, the termination for any reason of this Indenture and the removal or resignation of the Trustee. In addition to, and without prejudice to its other rights hereunder, when the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(i) or Section 6.01(j), the expenses, including the reasonable charges and expenses of its counsel, and the compensation for the services, 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 of its corporate trust business or assets (including the administration of the trust created by this Indenture) to, another entity, the resulting, surviving or transferee entity without the execution or filing of any paper or any further act of any of the parties hereto 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 or will become due and payable at the Stated Maturity within one year and, in each case, the Company irrevocably deposits with the Trustee cash, in immediately available funds, sufficient to pay and discharge all amounts due and owing on all outstanding Securities (other than Securities replaced pursuant to Section 2.07), together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment thereof at Stated Maturity and if all other Secured Obligations have been paid and satisfied in full, 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 (i) an Officers' Certificate and (ii) a certificate from a nationally recognized firm of independent accountants expressing its opinion that the payment of such deposited cash without investment will provide cash at such times and in such amounts as will be sufficient to pay principal, premium, if any, interest and Liquidated Damages, if any, when due on all the Securities to Stated Maturity, and the Company shall promptly provide written notice of such satisfaction and discharge to the Collateral Trustee in accordance with the provisions of the Collateral Trust Agreement.

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, the Collateral Documents to which the Trustee is a party 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, 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 make any changes that would provide the holders of Securities with any additional rights or benefits;

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

(g) to add additional Guarantors to this Indenture, any Collateral Document or the Collateral Trust Agreement, or to add Collateral to secure the Secured Obligations (as defined in the Collateral Trust Agreement) or otherwise enter into additional or supplemental Collateral Documents pursuant to this Indenture, any Collateral Document or otherwise;

(h) to release any Guarantor from any of its Secured Obligations under its Guarantee when permitted or required by this Indenture and the Collateral Documents, as applicable;

(i) to release Collateral from the Lien of this Indenture and the Collateral Documents when permitted or required by the Intercreditor Agreements and, to the extent applicable and not in conflict with the Intercreditor Agreements, this Indenture and the other Collateral Documents;

(j) to make, complete or confirm any grant of a Lien on Collateral permitted or required by this Indenture or any of the Collateral Documents or, to the extent required under the Intercreditor Agreements, to conform any Collateral Documents to reflect permitted amendments or modifications to comparable provisions under any Credit Agreement Documents, the Contribution Deferral Agreement or security documents in respect of obligations incurred pursuant to an Asset Backed Credit Facility, if any;

(k) to amend the Senior Priority Lien Intercreditor Agreement pursuant to Section 11.3 thereof or otherwise enter into an intercreditor agreement in respect of any Credit Agreement permitted hereby to the extent permitted under the Intercreditor Agreements and provided such intercreditor agreement is not less favorable to the Secured Parties (taken as a whole) than the Intercreditor Agreements in effect as of the Issue Date (it being understood that an intercreditor agreement providing for the subordination of Liens granted to the Bank Group Representative and the Collateral

Trustee in accounts receivable and related assets to secure an Asset Backed Credit Facility shall not be deemed less favorable so long as the terms of such lien subordination are consistent with the lien subordination terms set forth in the Senior Priority Lien Intercreditor Agreement as in effect on the Issue Date (assuming such lien subordination was applicable to accounts receivable and related assets)); or

(l) 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, the Securities and the Collateral Documents 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, premium due in respect of, or interest or Liquidated Damages 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, the time at which any Security may be redeemed, or any payment date of any installment of interest or Liquidated Damages, if any, on, any Security;

(b) reduce the principal amount of, premium 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, 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, premium or Liquidated Damages, if any, on any Security;

(d) impair the right to receive payment of, or institute suit for the enforcement of any payment of, principal of, premium due in respect 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 Make Whole Premium;

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

(g) 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;

(h) waive a Default in the payment of the principal amount of, premium due in respect of, or interest or Liquidated Damages, if any, on, any Security (except as provided in Section 6.02);

(i) make any changes in Section 6.04, Section 6.07 or this paragraph; or

(j) make any change in the provisions in the Intercreditor Agreements or this Indenture dealing with the application of proceeds of Collateral that would adversely affect the Holders.

In addition, except as otherwise provided in the New Money Note Documents (as defined in the Collateral Trust Agreement), without the consent of the Holders of at least 66 2/3% in aggregate principal amount of Securities then outstanding, no amendment or waiver may release all or substantially all of the Guarantors from their obligations under the New Money Note Documents or all or substantially all of the Collateral from the Lien of this Indenture and the Collateral Documents, or modify or supplement the Collateral Documents in any way that would be adverse to the Holders of the Securities in any material respect.

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 affect 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 Company and 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 need not sign such supplemental indenture. In signing such supplemental indenture, the Trustee shall, in addition to the documents required by Section 14.04 hereof, 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 supplemental indenture is authorized or permitted by this Indenture and that such supplemental indenture is the legal, valid and binding obligation of the Company and any Guarantor party thereto, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions thereof.

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 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 any time after the effectiveness of the Required Charter Amendment, 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 $1.00 or any integral multiple thereof. Provisions of this Indenture that apply to conversion of all of a Security also apply to conversion of $1.00 principal amount or integral multiples thereof of less than all of a Security.

A Security in respect of which a Holder has exercised the option of such Holder to require the Company to repurchase such Security pursuant to an Asset Sale Offer or a Change of Control Offer may be converted only if such Holder withdraws Securities from such Asset Sale Offer or Change of Control Offer in accordance with the terms of such Asset Sale Offer or Change of Control Offer.

Upon conversion of the Securities by a Holder pursuant to this Article X, 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 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 equal to the Conversion Price then in effect; *provided*, 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 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 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 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 and Conversion Agent 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, upon receipt of a Company Order, 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 non-assessable 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 Company may refuse to deliver the certificates representing the Common Stock being issued in a name other than the Holder's name until the Company 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, upon the effectiveness of the Required Charter Amendment, 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.

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:

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

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:

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

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 and the Conversion Agent 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.

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 and the Conversion Agent shall have received such Officers' Certificate at the Corporate Trust Office of the Trustee and the Conversion Agent, neither the Trustee nor the Conversion Agent shall 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 ten (10) 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 provisions of this Section 10.12 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 or upon request therefor. 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. The Company will make all these calculations in good faith and, absent manifest error, its calculations will be final and binding on the Holders of the Securities. The Trustee and/or Conversion Agent will forward such calculations to any Holder of Securities upon the request of such Holder. 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 and Opinion of Counsel 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.

Article XI
EQUITY VOTING RIGHTS

Section 11.01. Equity Voting Rights. Upon the effectiveness of the Required Charter Amendment, except as may be otherwise expressly provided in the Certificate of Incorporation or as expressly required by the General Corporation Law of the State of Delaware, Holders of the Securities shall be entitled, for so long as any Securities remain outstanding, to vote on all matters on which holders of Common Stock generally are entitled to vote (or to take action by written consent of the stockholders), voting together as a single class with the shares of Common Stock and not as a separate class, on an As-Converted-to-Common Stock-Basis, at any annual or special meeting of stockholders of the Company and each Holder of Securities shall be entitled to such number of votes as such Holder would receive on an As-Converted-to-Common-Stock-Basis on the record date for such vote; *provided*, that, such number of votes shall be limited to 0.0594 votes for each such share of Common Stock on an As-Converted-to-Common Stock Basis in order to comply with NASDAQ Listing Rule 5640 and the policies promulgated thereunder unless compliance therewith has been waived by NASDAQ or the Company has received a waiver of any comparable requirement of any other exchange on which it is listed. Upon the effectiveness of the Required Charter Amendment, the Holders of the Securities also shall be entitled to receive notice of any stockholders' meeting in accordance with the Certificate of Incorporation and bylaws of the Company. As used herein, "As-Converted-to-Common-Stock-Basis" gives effect immediately prior to the applicable record date, with respect to an annual or special meeting of the Company's stockholders, to the conversion of the Securities into Common Stock in accordance with Article X and paragraph 8 of the Securities.

Section 11.02. Amendments to Certificate of Incorporation. Upon the effectiveness of the Required Charter Amendment and so long as any Securities remain outstanding, the Company shall not take any action, directly or indirectly (including without limitation by merger or recapitalization), to amend, alter or repeal, or adopt any provision as part of the Certificate of Incorporation inconsistent with the purpose and intent of, ARTICLE ELEVENTH of the Certificate of Incorporation and Section 11.01 of this Indenture, except upon the affirmative vote of a majority of the outstanding Principal Amount of the Securities.

Article XII
GUARANTEES

Section 12.01. 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 Secured Obligations, that: (i) the principal of, any interest and Liquidated Damages, if any, on the Securities (including, without limitation, any interest that accrues after the filing of a proceeding of the type described in Section 6.01(i) or Section 6.01(j)), and premium due in respect of, 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, by redemption, by 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 Secured Obligations to the Holders of the Securities and to the Trustee, 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 Secured 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, 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 Secured Obligations of each Guarantor hereunder in the same manner and to the same extent as the Secured 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 Secured Obligations are independent of any Secured Obligation of the Company or any other Guarantor. The Secured Obligations of a Guarantor will be secured by security interests in the Collateral owned by such Guarantor to the extent provided for in the Collateral Documents and as required pursuant to Section 4.09.

(b) Each Guarantor waives, to the extent permitted by applicable law, presentation to, demand of, payment from and protest to the Company of any of the Secured Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Securities or the Secured Obligations. The Secured Obligations of each Guarantor 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 Collateral Documents, 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 Collateral Documents, the Securities or any other agreement; (d) the release of any security held by any Holder or the Trustee for the Secured 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 Secured Obligations; or (f) any change in the ownership of such Guarantor.

(c) The Secured Obligations of each Guarantor 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 Secured Obligations of the Company or otherwise. Without limiting the generality of the foregoing, the Secured 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 Collateral Documents, 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 Secured 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 due in respect of, or interest and Liquidated Damages, if any, on any Obligation of the Company with respect to the Securities 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 due in respect of, or interest and Liquidated Damages, if any, on any Secured Obligation with respect to the Securities 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 Secured 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 Secured Obligations, (ii) accrued and unpaid interest on such Secured 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 Secured Obligations of the Company guaranteed hereby have been satisfied in full (other than contingent obligations not then due and owing), to the extent permitted by applicable law, 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 Secured 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 then due and 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 Secured 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 12.01 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 XII, the maturity of the Secured 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 Secured Obligations guaranteed hereby, and (y) in the event of any acceleration of such Secured Obligations guaranteed hereby as provided in Article VI, such Secured 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', agents' and professional advisors' fees) incurred by the Trustee, the Collateral Trustee or any Holder in enforcing any rights under this Section.

Section 12.02. Limitation on Liability. Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Secured 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 Secured 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 Secured Obligations of such other Guarantor under its Guarantee or pursuant to its contribution Secured Obligations, result in the Secured 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 12.03. Execution and Delivery of Guarantees.

(a) The Guarantee of any Guarantor shall be evidenced solely by its execution and delivery of this Indenture (or, in the case of any Guarantor that is not party to this Indenture on the Issue Date, a supplemental indenture thereto) and not by an endorsement on, or attachment to, any Security of any Guarantee or notation thereof. To effect any Guarantee of any Guarantor not a party to this Indenture on the Issue Date, such future Guarantor shall execute and deliver a supplemental indenture pursuant to Section 12.08.

(b) Each Guarantor hereby agrees that its Guarantee set forth in Section 12.01 shall be and remain in full force and effect notwithstanding any failure to endorse on any Security a notation of such Guarantee.

(c) 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 12.04. 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 12.07 hereof, the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) assumes all the Secured Obligations of such Guarantor pursuant to a supplemental indenture 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, and is being consummated in compliance with, this Section 12.04, and if a supplemental indenture is required in connection with such consolidation or merger, that such supplemental indenture complies with the requirements of this Indenture.

Section 12.05. 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 XII 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 XII at law, in equity, by statute or otherwise.

Section 12.06. Modification. No modification, amendment or waiver of any provision of this Article XII, 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 12.07. Release of Guarantor.

(a) A 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 upon:

(i) 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 in compliance with the terms of this Indenture (including, without limitation, Section 12.04 hereof) and in a transaction that does not result in a Default or an Event of Default being in existence or continuing immediately thereafter;

(ii) the Company designating such Guarantor to be an Unrestricted Subsidiary in accordance with the provisions of Section 4.12 and the definition of "Unrestricted Subsidiary";

(iii) the release or discharge of the guarantee of any other Indebtedness which resulted in the obligation to guarantee the Secured Obligations; or

(iv) the applicable Guarantor ceasing to be a Subsidiary as a result of any foreclosure of any pledge or security interest in favor of Senior Priority Lien Obligations, subject to, in each case, the application of the proceeds of such foreclosure in the manner described in the Intercreditor Agreements.

(b) The Trustee shall execute and deliver at the sole expense of the Company an appropriate instrument or instruments, prepared by the Company, evidencing such release upon receipt of a written request of the Company accompanied by an Officers' Certificate and Opinion of Counsel certifying as to the compliance with this Section 12.07 and the other applicable provisions of this Indenture.

Section 12.08. Execution of Supplemental Indentures for Future Guarantors. The Company shall cause each Subsidiary of the Company that is required to become a Guarantor of the Secured Obligations pursuant to Section 4.10 to promptly execute and deliver to the Trustee a joinder to the Intercreditor Agreements and a supplemental indenture substantially in the form of Exhibit B hereto pursuant to which such Subsidiary shall become a Guarantor under this Article XII and shall guarantee the Secured Obligations of the Company. 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, whether considered in a proceeding at law or in equity, and subject to other then customary exceptions, the Guarantee of such Guarantor is a legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms.

Article XIII
COLLATERAL

Section 13.01. Collateral Documents.

(a) In order to secure the payment of the principal of, premium due in respect of, and interest and Liquidated Damages, if any, on the Securities when due, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise and whether by the Company pursuant to the Securities or by the Guarantors pursuant to the Guarantees, the payment of all other Secured Obligations and the performance of all other obligations of the Company and the Guarantors under this Indenture, the Securities, the Guarantees and the Collateral Documents, the Company and the Guarantors have on the Issue Date simultaneously with the execution and delivery of this Indenture entered into the Collateral Trust Agreement and other applicable Collateral Documents. Any Person which, after the Issue Date, becomes a Guarantor under this Indenture in accordance with the terms, conditions and provisions hereof, shall, upon becoming a Guarantor under this Indenture, become a party to each applicable Collateral Document in accordance with the terms, conditions and provisions thereof, including the Collateral Trust Agreement, with respect to the assets or property (other than Excluded Property) of such Person, if any, that secure the Secured Obligations of such Person. Each Holder, by accepting a Security, consents and agrees to all of the terms and provisions of the Collateral Documents, including the Collateral Trust Agreement, as the same may be amended, modified, supplemented, renewed, extended or replaced from time to time pursuant to the terms of the Collateral Documents, the Collateral Trust Agreement and this Indenture, and authorizes and directs the Trustee to enter into, or instruct the Collateral Trustee to enter into, the Collateral Documents, including the Collateral Trust Agreement, on its behalf and on behalf of such Holder, to appoint the Collateral Trustee to serve as collateral trustee and representative of the Trustee and such Holder thereunder and in accordance therewith and for each of the Trustee and the Collateral Trustee to perform its obligations and exercise its rights thereunder and in accordance therewith. In addition, each Holder further acknowledges and agrees that the Trustee is not required to, and shall not, take any action requested by a Holder under, in respect of or otherwise in connection with any Collateral Document, including the Collateral Trust Agreement, including, without limitation, instructing the Collateral Trustee to enforce any of the Collateral Documents or the Collateral Trust Agreement, unless the requisite Holders have properly instructed the Trustee in accordance with the terms of this Indenture, and the Trustee shall suffer no liability for not acting in the absence of any such instructions. The Company shall promptly deliver to the Trustee

copies of all documents delivered to the Collateral Trustee pursuant to the terms, conditions and provisions of the Collateral Documents, including the Collateral Trust Agreement, and shall do or cause to be done all such acts and things as may be necessary, or as may be required by the applicable terms and provisions of the Collateral Documents, including the Collateral Trust Agreement, to assure and confirm to the Trustee and the Collateral Trustee the Liens on and security interests in the Collateral contemplated by this Indenture and the Collateral Documents, including the Collateral Trust Agreement, or any part hereof or thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Securities and Guarantees secured thereby, according to the intent and purposes herein and therein expressed. The Company and each Guarantor shall promptly take, and upon the written request of the Collateral Trustee or, during the continuance of an Event of Default, the Trustee (to the extent the Trustee is permitted to make such request under the Collateral Trust Agreement or the other Collateral Documents), the Company and each Guarantor shall promptly take, any and all actions required to cause the Collateral Documents to create and maintain, as security for the Secured Obligations, a valid and perfected second priority or third priority (only with respect to Collateral as to which the Bank Group Representative has a second priority Lien on the Collateral) Lien (in each case, subject only to Permitted Liens) on and security interest in all of the Collateral, in favor of the Collateral Trustee for the benefit of the Secured Parties. The Collateral Trustee and the Trustee shall have no obligation to make any such request and shall have no obligation to create, maintain, perfect or continue the perfection of any Lien on any of the Collateral (including, but not limited to, the filing of an UCC financing or continuation statements).

Any Collateral held by the Collateral Trustee or any co-trustee or separate agent (as permitted in the Collateral Trust Agreement or the applicable Collateral Documents) for the benefit of the Secured Parties shall constitute Collateral for purposes of this Indenture.

(b) Consistent with the definition of Excluded Property,

(i) the Capital Stock and other securities of the Subsidiaries of the Company that are owned by the Company or any Guarantor will constitute Collateral only to the extent that such Capital Stock and other securities can secure the Securities without Rule 3-16 of Regulation S-X under the Securities Act ("Rule 3-16") (or any other law, rule or regulation) requiring separate financial statements of such Subsidiary to be filed with the SEC (or any other governmental agency);

(ii) in the event that Rule 3-16 (or any other law, rule or regulation) requires or is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other governmental agency) of separate financial statements of any Subsidiary (other than the Company) due to the fact that such Subsidiary's Capital Stock and other securities secure the Secured Obligations, the performance of all other Obligations of the Company or any Guarantor, then the Capital Stock and other securities of such

Subsidiary shall automatically be deemed not to be part of the Collateral, but only to the extent necessary to not be subject to such requirement (and, in such event, the Collateral Documents may be amended or modified, without the consent of any Holder of the Securities, to the extent necessary to release the security interests in the shares of Capital Stock and other securities that are so deemed to no longer constitute part of the Collateral); and

(iii) in the event that Rule 3-16 (or any other law, rule or regulation) is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) such Subsidiary's Capital Stock and other securities to secure the Secured Obligations in excess of the amount then pledged without the filing with the SEC (or any other governmental agency) of separate financial statements of such Subsidiary, then the Capital Stock and other securities of such Subsidiary shall automatically be deemed to be a part of the Collateral but only to the extent necessary to not be subject to any such financial statement requirement (and, in such event, the Collateral Documents may be amended or modified, without the consent of any Holder of the Securities, to the extent necessary to subject to the Liens under the Collateral Documents such additional Capital Stock and other securities).

Section 13.02. Suits to Protect Collateral.

Subject to the terms, conditions and provisions of Article VII, the Trustee may, subject to the terms, conditions and provisions of the Collateral Trust Agreement and the other Collateral Documents, (i) in its sole discretion (it having no obligation to do so) during the continuance of an Event of Default and without the consent of the Holders of Securities or (ii) upon the direction of Holders pursuant to Section 6.05, direct, on behalf of all the Holders of the Securities, the Collateral Trustee to take all actions it deems necessary or appropriate in order to enforce any of the terms of the Collateral Trust Agreement and the other Collateral Documents and collect and receive any and all amounts payable in respect of the obligations of the Company and the Guarantors under this Indenture, the Securities and the Guarantees thereof. Subject to the provisions of the Collateral Trust Agreement and the other Collateral Documents, each of the Trustee and the Collateral Trustee shall have power to institute and to maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any acts which may be unlawful or in violation of any of the Collateral Trust Agreement, the other Collateral Documents or this Indenture, and such suits and proceedings as the Trustee or the Collateral Trustee may deem expedient to preserve or protect its interests and the interests of the Trustee, the Collateral Trustee and the Holders in the Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the Lien and security interest created by this Indenture, the Collateral Trust Agreement and the Collateral Documents or be prejudicial to the interests of the Holders or the Trustee).

Section 13.03. Determinations Relating to Collateral.

In the event (i) a Responsible Officer of the Trustee shall be deemed to have notice of any written request from the Company or any Guarantor under any Collateral Document or from any party to the Collateral Trust Agreement for consent or approval with respect to any matter or thing relating to any Collateral or the Company's or any Guarantor's obligations with respect thereto, or (ii) the Trustee shall deliver to the Collateral Trustee a Notice of Acceleration or Notice of Cancellation (as each of such terms is defined in the Collateral Trust Agreement), or a Notice of Acceleration shall be deemed to be in effect based on the occurrence of an Event of Default under Section 6.01(i) or Section 6.01(j) hereof and the Trustee shall deliver to the Collateral Trustee notice that any such Event of Default shall have occurred, then, in each such event, in addition to its obligations pursuant to Section 7.05, the Trustee shall, within five Business Days, provide notice to the Holders, in writing and at the Company's expense, reciting the matter or thing as to which consent has been requested or notice was required to be delivered. The Holders pursuant to Section 6.05 shall have the authority to direct the Trustee's response to any of the circumstances contemplated in clauses (i) and (ii) above. The Trustee may respond to any of the circumstances contemplated by this Section 13.03, but shall not be required to respond unless it shall have received written authority by Holders pursuant to Section 6.05, and the requirements of Article VII, including but not limited to the Trustee's rights to indemnity and for provision for its fees and expenses as set forth therein, are otherwise satisfied; *provided* that the Trustee shall be entitled to hire experts, consultants, agents and attorneys to advise the Trustee on the manner in which the Trustee should respond to such request or render any requested performance or response to such nonperformance or breach (the expenses of which shall be reimbursed to the Trustee by the Company in accordance with the terms of Section 7.07 hereunder). The Trustee shall be fully protected in the taking of any action recommended or approved by any such expert, consultant, agent or attorney.

Section 13.04. Possession, Use and Release of Collateral.

Each Holder, by accepting a Security, consents and agrees to the provisions of the Collateral Documents governing the Collateral, including the possession, use and release of Collateral, and, without limiting the generality of the foregoing, each Holder, by accepting a Security, agrees and consents that Collateral may, and, as applicable, shall, be released or substituted only in accordance with the terms of this Indenture, the Collateral Trust Agreement and the other Collateral Documents.

Section 13.05. Filing, Recording and Opinions.

(a) Whether or not this Indenture is governed by the TIA, the Company will comply with the provisions of TIA Sections 314(b), 314(c) and 314(d), except to the extent not required as set forth in any SEC regulation or interpretation (including any no-action letter or exemptive order issued by the staff of the SEC, whether issued to the Company or any other Person).

Any release of Collateral permitted by Section 13.04 hereof will be deemed not to impair the Liens under this Indenture and the Collateral Documents in contravention thereof and any Person that is required to deliver an Officers' Certificate or Opinion of Counsel pursuant to

Section 314(d) of the TIA, shall be entitled to rely upon the foregoing as a basis for delivery of such certificate or opinion. The Trustee may, to the extent permitted by Section 7.01 and Section 7.02 hereof, accept as conclusive evidence of compliance with the foregoing provisions the appropriate statements contained in such documents and Opinion of Counsel.

(b) If any Collateral is released in accordance with this Indenture, the Collateral Trust Agreement and the other Collateral Documents and if the Company has delivered the certificates and documents required hereby and by the Collateral Documents, then, based on an Officers' Certificate and Opinion of Counsel delivered pursuant hereto, the Trustee will, upon request, deliver a certificate to the Collateral Trustee setting forth such determination.

Section 13.06. Powers Exercisable by Receiver or Trustee. In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article XIII, the Collateral Trust Agreement and the other Collateral Documents upon the Company or the Guarantors with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Company or a Guarantor or of any officer or officers thereof required by the provisions of this Article XIII.

Section 13.07. Release Upon Termination of the Company's Obligations. In the event (i) that the Company delivers to the Trustee an Officers' Certificate and Opinion of Counsel certifying that all the Secured Obligations (other than contingent obligations for which no claim has been made) have been satisfied and discharged by the payment in full of such Secured Obligations (other than contingent obligations for which no claim has been made) and all such Secured Obligations (other than contingent obligations for which no claim has been made) have been so satisfied, or (ii) a discharge of this Indenture occurs under Article VIII, the Company and the Trustee shall deliver to the Collateral Trustee a notice stating that the Secured Obligations have been satisfied and discharged in accordance with the terms of this Indenture and that the Trustee, on behalf of the Holders, disclaims and gives up any and all rights it has in or to the Collateral, and any rights it has under the Collateral Documents, and upon receipt by the Collateral Trustee of such notice from an Officer of the Company, the Secured Obligations shall no longer be secured by the Collateral.

Section 13.08. Senior Priority Lien Intercreditor Agreement. The Liens on the Collateral securing the Secured Obligations are subordinated to the senior priority Liens on the Collateral securing the Senior Priority Lien Obligations, in the manner and to the extent provided in the Senior Priority Lien Intercreditor Agreement and the Asset Backed Credit Facility Intercreditor Agreement, if any. If there is a conflict between the terms of the Senior Priority Lien Intercreditor Agreement or the Asset Backed Credit Facility Intercreditor Agreement, as the case may be, and this Indenture, the terms of the Senior Priority Lien Intercreditor Agreement or the Asset Backed Credit Facility Intercreditor Agreement, as the case may be, will control.

Section 13.09. Matters Relating to Collateral Trust Agreement.

Each Holder agrees that it will be bound by, and shall take no actions contrary to, the provisions of the Collateral Trust Agreement and authorizes and directs the Trustee to enter into, or instruct the Collateral Trustee to enter into, the Collateral Trust Agreement and act on its behalf to the extent set forth in the Collateral Trust Agreement and the other Collateral Documents. The Holders acknowledge the Collateral Trust Agreement provides for the allocation of proceeds of and value of the Collateral among the Secured Parties (as defined in the Collateral Trust Agreement) as set forth therein and contains limits on the ability of the Trustee and the Holders to take remedial actions with respect to the Collateral. The Holders acknowledge that the Secured Obligations (as defined in the Collateral Trust Agreement) are secured by the Collateral on a *pari passu* basis to the extent set forth in the Collateral Trust Agreement and the other Collateral Documents.

Until the termination of the Collateral Trust Agreement in accordance with the terms thereof, the Company will cause to be clearly, conspicuously and prominently inserted on the face of each Security a legend in the following form:

THIS SECURITY AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO AND IN THE MANNER AND TO THE EXTENT SET FORTH IN, THAT CERTAIN COLLATERAL TRUST AGREEMENT DATED AS OF JULY 22, 2011 AMONG, INTER ALIOS, YRC WORLDWIDE, INC. AND U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, AND EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT.

The Company shall promptly notify the Trustee of the occurrence of the termination of the Collateral Trust Agreement.

Article XIV
MISCELLANEOUS

Section 14.01. 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 14.02. 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 electronically or by facsimile transmission (confirmed orally) to the following addresses:

if to the Company or the Guarantors, to:

[Name of Company or Guarantor]
10990 Roe Avenue
Overland Park, KS 66211
Attention: Chief Financial Officer
Facsimile No.: (913) 696-6116

if to the Trustee or Collateral Trustee, to:

U.S. Bank National Association
Corporate Trust Services
50 S. 16th Street, Suite 2000
Mail Station : EX-PA-WBSP
Philadelphia, PA 19102
Attention: George J. Rayzis
Facsimile No.: (215) 761-9412
Email: george.rayzis@usbank.com

For delivery of Securities only, to:

U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Fl. – Bond Drop Window
St. Paul, MN 55107

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 delivered electronically or 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 deliver or 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 delivers or 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.

Anything herein to the contrary notwithstanding, any notice or communication to the Trustee will not be effective or be deemed to have been duly given unless and until such notice or communication is actually received by the Trustee at the Corporate Trust Office of the Trustee.

The Trustee shall have the right, but shall not be required, to rely upon and comply with instructions and directions sent electronically or by facsimile by Persons believed by the Trustee to be authorized to give instructions and directions on behalf of the Company. The Trustee shall have no duty or obligation to verify or confirm that the Person who sent such instructions or directions is, in fact, a Person authorized to give instructions or directions on behalf of the Company, and the Trustee shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by the Company as a result of such reliance upon or compliance with such

instructions or directions. The Company agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 14.03. 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 14.04. 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 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.

Section 14.05. 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, she or it, as the case may be, 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.

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 14.06. 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 14.07. 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 14.08. 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 14.09. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS INDENTURE, THE SECURITIES AND THE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING NEW YORK GENERAL OBLIGATION LAW §5-1401 AND ANY SUCCESSOR THERETO). EACH PARTY HERETO, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INDENTURE, THE SECURITIES OR GUARANTEES OR ANY TRANSACTION RELATED HERETO OR THERETO TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Section 14.10. Jurisdiction; Consent to Service of Process. (a) Each of the Company and the Guarantors hereby irrevocably and unconditionally submits, for each of them and their property, to the general jurisdiction of the New York State courts or the federal courts of the United States of America for the Southern District of New York, in each case sitting in the Borough of Manhattan, City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Indenture, the Securities or the Guarantees, or for recognition or enforcement of any judgment, and each of the parties hereto hereby

irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other or in any other manner provided by law. Nothing in this Indenture shall affect any right that any Holder may otherwise have to bring any action or proceeding relating to this Indenture, the Securities and the Guarantees against the Company, the Guarantors or their respective properties in the courts of any jurisdiction.

(b) Each of the Company and the Guarantors hereby irrevocably and unconditionally waives, and agrees not to plea or claim, to the fullest extent they may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Indenture, the Securities or the Guarantees in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 14.11. 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 14.12. Successors. All agreements of the Company and each Guarantor in this Indenture and the Securities shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor, subject to Section 7.07.

Section 14.13. 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 14.14. 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 14.15. U.S.A. 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 that establishes a relationship or opens an account with the Trustee. The Company and each Guarantor agrees it 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:

GUARANTORS:

EXPRESS LANE SERVICE, 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 MEXICO INC.

By: ________________________
Name:
Title:

USF REDDAWAY INC.

By: ________________________
Name:
Title:

USF REDSTAR LLC

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 ENTERPRISE SERVICES, INC.

By: ____________________
Name:
Title:

YRC INC.

By: ____________________
Name:
Title:

YRC INTERNATIONAL INVESTMENTS, INC.

By: ______________________________
Name:
Title:

YRC LOGISTICS SERVICES, INC.

By: ______________________________
Name:
Title:

YRC MORTGAGES, LLC

By: ______________________________
Name:
Title:

YRC REGIONAL TRANSPORTATION, INC.

By: ______________________________
Name:
Title:

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ______________________________
Name:
Title:

EXHIBIT A

[FORM OF FACE OF 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.][1]

THIS SECURITY AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO AND IN THE MANNER AND TO THE EXTENT SET FORTH IN, THAT CERTAIN COLLATERAL TRUST AGREEMENT DATED AS OF JULY 22, 2011 AMONG, INTER ALIOS, YRC WORLDWIDE, INC. AND U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, AND EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE COLLATERAL TRUST AGREEMENT.

[OID LEGEND]

THIS SECURITY HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") FOR PURPOSES OF SECTIONS 1271 ET SEQ. OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE ISSUE DATE OF THIS SECURITY IS [   ], 2011. FOR INFORMATION REGARDING THE ISSUE PRICE, THE YIELD TO MATURITY AND THE AMOUNT OF OID PER $1,000 OF PRINCIPAL AMOUNT, PLEASE CONTACT THE COMPANY AT YRC WORLDWIDE INC., 10990 ROE AVENUE, OVERLAND PARK, KS 66211, ATTENTION: CHIEF FINANCIAL OFFICER.

[1] To be included in Global Securities only.

YRC WORLDWIDE INC.

10% Series B Convertible Senior Secured Notes due 2015

No.: [ ] CUSIP: 984249 AC6

Issue Date: [ ], 2011 Principal Amount: $[ ]

YRC WORLDWIDE INC., a Delaware corporation, promises to pay to [ ][2] or registered assigns, the Principal Amount [of [ ] Dollars ($[ ])][as set forth on Schedule I hereto][3], on March 31, 2015 (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: March 31 and September 30, commencing September 30, 2011

Record Dates: March 15 and September 15.

YRC WORLDWIDE INC.

By: ____________________
Name: ____________________
Title: ____________________

[2] Insert "Cede & Co." for Global Securities.
[3] Insert latter bracketed language for Global Securities.

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ______________________________
Authorized Signatory

Dated:___________________

[FORM OF REVERSE SIDE OF SECURITY]

YRC WORLDWIDE INC.

10% Series B Convertible Senior Secured Notes due 2015

1. Interest.

This Security shall accrue interest at an initial rate of 10% per annum. The Company promises to pay interest on the Securities entirely by increasing the principal amount of the outstanding Securities or by issuing PIK Securities ("PIK Interest") semiannually on each March 31 and September 30, commencing September 30, 2011 or if any such day is not a Business Day, on the next succeeding Business Day (each, an "interest payment date"). 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 July 22, 2011, until the Principal Amount is paid or duly made available for payment. The Company will pay interest (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) on any overdue Principal Amount or Acceleration Premium 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 (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) on overdue installments of premium, interest and Liquidated Damages, if any (without regard to any applicable grace period), at the same interest rate compounded semiannually, in each case, in the same form that PIK Interest is paid; *provided*, that upon the occurrence and during the continuation of an Event of Default, the interest rate applicable hereunder shall be increased by 2% per annum. Interest on the Securities will be computed on the basis of a 360-day year comprised of twelve 30-day months. PIK Interest on the Securities will be payable in the manner set forth in Section 2.14 of the Indenture. Following an increase in the Principal Amount of the outstanding Global Securities as a result of the payment of PIK Interest, the Global Securities will bear interest on such increased Principal Amount from and after the date of such payment. Any PIK Securities issued in certificated form or as new Global Securities will be dated as of the applicable interest payment date and will bear interest from and after such date. All PIK Securities issued will mature on March 31, 2015 and will be governed by, and subject to the terms, provisions and conditions of, the Indenture and shall have the same rights and benefits as the Securities issued on the Issue Date. Any certificated PIK Securities will be issued with the description "PIK" on the face of such PIK Security.

2. Method of Payment.

PIK Interest shall be paid in the manner provided in paragraph 1. Any payment of PIK Interest shall be considered paid on the date it is due if on such date (1) if PIK Securities (including PIK Securities that are Global Securities) have been issued therefor, such PIK Securities have been authenticated in accordance with the terms of the Indenture and (2) if the payment is made by increasing the Principal Amount of Global Securities then authenticated, the Trustee has increased the Principal Amount of Global Securities then authenticated by the relevant amount.

The Company will pay interest on this Security (except defaulted interest) to the Person who is the registered Holder of this Security at the close of business on March 15 or September 15, 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 Principal Amount and premium to the Holder who surrenders a Security to (x) the Paying Agent with respect to payments in cash in respect of the Principal Amount or premium (other than the Make Whole Premium) or (y) the Conversion Agent with respect to shares of Common Stock to be delivered in connection with the payment of the Make Whole Premium upon the conversion of the Securities pursuant to 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, and the Principal Amount and premium (other than the Make Whole Premium) 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, U.S. Bank National Association, as Trustee (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. 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 July 22, 2011 (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 will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture, the Intercreditor Agreements and the other Collateral Documents, such security interests and Liens to have such priority as is set forth in the Indenture, the Intercreditor Agreements and the other Collateral Documents. The Collateral Trustee shall hold the Collateral for the benefit of the Secured Parties (as defined in the Collateral Trust Agreement), in each case pursuant to the Collateral Documents. Each Holder, by accepting this Security, consents and agrees to the matters set forth in Section 13.01 of the Indenture which relate to the Collateral Documents and the Collateral Trustee.

5. No Redemption.

No sinking fund is provided for the Securities. The Company does not have the right to redeem the Securities.

6. Equity Voting Rights

Upon the effectiveness of the Required Charter Amendment, except as may be otherwise expressly provided in the Certificate of Incorporation or as expressly required by the General Corporation Law of the State of Delaware, Holders of the Securities shall be entitled to vote on all matters on which holders of Common Stock generally are entitled to vote (or to take action by written consent of the stockholders), voting together as a single class, on an As-Converted-to-Common Stock-Basis, at any annual or special meeting of stockholders of the Company and each Holder of Securities shall be entitled to such number of votes as such Holder would receive on an As-Converted-to-Common-Stock-Basis; *provided*, that, such number of votes shall be limited to 0.0594 votes for each such share of Common Stock on an As-Converted-to-Common Stock Basis in order to comply with NASDAQ Listing Rule 5640 and the policies promulgated thereunder unless compliance therewith has been waived by NASDAQ or the Company has received a waiver of any comparable requirement of any other exchange on which it is listed, as set forth in Article XI of the Indenture.

7. Ranking and Collateral

These Securities and the Guarantees will be secured by a Lien and security interest in the Collateral on a Lien priority basis directly after, and immediately following, the Lien securing the Bank Group Obligations (and will be subject only to Permitted Liens) and will be of equal ranking with the Lien securing the Other Securities and related obligations, the foregoing pursuant to and in accordance with the terms of the Indenture, the Intercreditor Agreements and other applicable Collateral Documents.

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 after the effectiveness of the Required Charter Amendment, at the Conversion Price then in effect. The initial conversion price is $0.0618 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 16,187 shares of Common Stock per $1,000.00 in principal amount of Securities. Subject to the limitations set forth below, 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 by Section 10.04 of the Indenture 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 is surrendered for conversion on the interest payment date. A Holder may convert a portion of a Security equal to $1.00 or any integral multiple thereof.

9. Denominations; Transfer; Exchange.

The Securities are in fully registered form, without coupons, in minimum denominations of $1.00 of Principal Amount and integral multiples of $1.00 thereof. 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.

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.

The Indenture and this Security may be amended as provided in Article IX of the Indenture.

13. Defaults and Remedies.

Events of Default are set forth in Article VI of the Indenture. 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 indemnity or security satisfactory to the Trustee. 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 as otherwise provided in the Indenture) 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 stockholder, 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 $1.00 or an integral multiple of $1.00 thereof):

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

SCHEDULE I[4]

YRC WORLDWIDE INC.

10% Series B Convertible Senior Secured Notes due 2015

The initial outstanding principal amount of this Global Security is $__________. The following exchanges of a part of this Global Security for an interest in another Global Security or for a Certificated Security, or exchanges of a part of another Global or Certificated Security for an interest in this Global Security, or increase/decrease in the principal amount of this Global Security, have been made:

Date of Exchange or Increase/Decrease	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized officer of Trustee or Custodian

[4] To be included in Global Securities only.

EXHIBIT B

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, and U.S. Bank National Association, as trustee under the Indenture referred to below (together with its successors and assigns, in such capacity, 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 July 22, 2011, providing for the issuance of an aggregate principal amount of $100,000,000 of 10% Series B Convertible Senior Secured Notes due 2015 (the “SECURITIES”);

WHEREAS, Section 4.10 and Section 12.08 of the Indenture provide 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 Secured Obligations 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 Secured Obligations on the terms and subject to the conditions set forth in Article XII 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 affect 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.

GUARANTORS:

[NEW GUARANTOR]

By: ____________________
Name: ____________________
Title: ____________________

COMPANY:

YRC WORLDWIDE INC.

By: ____________________
Name: ____________________
Title: ____________________

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ____________________
Name: ____________________
Title: ____________________

Exhibit 10.9

SERIES A NOTES REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "*Agreement*") is made and entered into as of July 22, 2011, by and among YRC Worldwide Inc., a Delaware corporation (the "*Company*"), and each of the holders listed on the holders' signature page hereto (each a "*Holder*", and collectively, the "*Holders*") and the subsidiaries of the Company listed on the Guarantors' signature pages hereto (each, a "*Guarantor*", and collectively, the "*Guarantors*"). Additional Holders of Registrable Securities (as defined below) may become party to this Agreement subsequent to the date hereof by executing a Joinder to this Agreement substantially in the form attached hereto as Annex C. The Company, the Holders 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 letter agreement related to restructuring, dated as of April 29, 2011, as amended, among the Company and the participating lenders party thereto, including the Holders (the "*Restructuring Agreement*"). The Notes (as defined below) 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 date hereof (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 Holders agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Indenture shall have the meanings given such terms in the Indenture. 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 Date*" means July 22, 2011, the date this Agreement is executed by the parties thereto.

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

"*Common Stock*" means the common stock of the Company, par value $0.01 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 Indenture.

"*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, sixty (60) days after the Filing Deadline; *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 so long as such date shall not be after seventy-five (75) days after the Filing Deadline; *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.

"*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.

"*Filing Deadline*" means, with respect to the Initial Registration Statement required to be filed pursuant to Section 2(a), the fifth Business Day following the date of the consummation of the Merger (as defined in the Restructuring Agreement).

"*Holder*" or "*Holders*" shall have the meaning set forth in the Preamble, together with any other 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 10% Series A Convertible Senior Secured Notes due 2015 issued pursuant to the Indenture, including, without limitation, the guarantees thereof.

"*Other Registrable Securities*" means (i) "Registrable Securities" within the meaning of the Series B Notes Registration Rights Agreement and (ii) "Registrable Securities" within the meaning of the Series B Preferred Registration Rights Agreement.

"*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 Closing 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.

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

"*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 such securities 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.

"*Series B Notes*" means the 10% Series B Convertible Senior Secured Notes due 2015 issued pursuant to the Indenture dated as of the date hereof, among the Company, the Guarantors and U.S. Bank National Association, as trustee.

"*Series B Notes Registration Rights Agreement*" means the Registration Rights Agreement dated as of the date hereof, among the Company, the Guarantors and the persons party thereto relating to the Series B Notes.

"*Series B Preferred*" means the Company's Series B Convertible Preferred Stock.

"*Series B Preferred Registration Rights Agreement*" means the Registration Rights Agreement dated as of the date hereof, among the Company and the persons party thereto relating to the Series B Preferred.

"*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. 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 Restructuring Agreement (whether pursuant to registration rights or otherwise) and second by Registrable Securities and Other Registrable Securities on a pro rata basis based on the sum of the Conversion Shares, the Conversion Shares (as defined in the Series B Registration Rights Agreement) and the number of shares of Registrable Common Stock held by such Holders, subject to any written 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). 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 by the Holders 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 and if 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 (any such failure or breach in clauses (i) through (iv) above being referred to as an "*Event*," and, for purposes of clauses (i) or (ii), 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, the Company shall pay to each Holder, as partial liquidated damages and not as a penalty ("*Liquidated Damages*"), an amount in respect of such Holder's Notes equal to 0.25% of the aggregate principal amount of such Notes for the first 30 days from and including such Event Date until the applicable Event is cured (which rate will be increased by an additional 0.25% per annum for each subsequent 30-day period that such Liquidated Damages continue to accrue; provided, that the rate at which such Liquidated Damages accrue may in no event exceed 2.00% per annum). The parties agree that notwithstanding anything to the contrary herein or in the Restructuring Agreement, no Liquidated Damages shall be payable for any period after the expiration of the Effectiveness Period. All Liquidated Damages shall be paid on the same date that interest is payable on the Notes and in the same form that PIK Interest is paid. 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).

(d) The Company acknowledges that it has received from each Holder a completed Selling Securityholder Questionnaire in the form of Annex B hereto on or prior to the date of the execution of this Agreement containing the information required by the Company to file the Initial Registration Statement and to 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 five (5) 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 Holder shall be responsible for the delivery of the Prospectus to the Persons to whom such Holder sells any of the Registrable Securities (including in accordance with Rule 172 under the Securities Act), and each Holder 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 (v) 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, in each case, 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) Unless any Registrable Securities shall be in book-entry only form, if requested by the Holders, cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing the Registrable Securities 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) 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, if applicable, and of printing of a reasonable number of prospectuses if the printing of prospectuses is 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, (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement and (vii) legal fees and expenses of one law firm retained by the Holders of a majority of the Registrable Securities requested to be included in the Registration Statement, together with any separate local counsel reasonably retained by such law firm. 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 a written agreement between the Holders and the Company, 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 (or actions in respect thereof) (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 Holder'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)-(v), 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 actual or potential defendants in, or targets of, any action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party; (2) the Indemnifying Party has agreed in writing to pay such fees and expenses; (3) 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 (4) 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. For the purposes of this Section 5, each Person who controls any Holder of Registrable Securities shall have the same rights to contribution as such Holder. 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 Restructuring Agreement.

6. Covenants.

[RESERVED].

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. During the Effectiveness Period, 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 Other Registrable Securities, and the Company shall not during the Effectiveness Period 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 (A) preparing and filing with the Commission a registration statement contemplated by the Restructuring Agreement or (B) filing amendments to registration statements filed prior to the date of this Agreement.

(c) Facilitation of Sales Pursuant to Rule 144 and Rule 144A. The Company covenants to the Holders of Registrable Securities that to the extent it shall be required to do so under the Exchange Act, it shall timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and if at any time the Company is not required to file such reports, it shall upon the request of any Holder of Registrable Securities, make available such information specified by Rule 144A(d)(1) under the Securities Act. The Company further covenants to take such further action as any Holder of Registrable Securities may reasonably request, to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144 and Rule 144A. Upon the request of any Holder of Registrable Securities in connection with that Holder's sale pursuant to Rule 144 and Rule 144A, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

(d) No Required Sale. Nothing in this Agreement shall be deemed to create an independent obligation on the part of any Holder to sell any Registrable Securities pursuant to any effective Registration Statement.

(e) 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

(f) 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)-(v), 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.

(g) 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.

(h) 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.

(i) 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) 344-3334
Facsimile: (913) 696-6116
Attention: Jeff P. Bennett
Vice President – Legal, Interim 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):

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1001
Attention: Michael Stamer, 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.

(j) 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 to any other Person so long as such other Person executes a Joinder to this Agreement substantially in the form attached hereto as Annex C.

(k) 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.

(l) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

(n) 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.

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

(p) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder under this Agreement are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. The decision of each Holder to purchase or acquire the Notes and the Conversion Shares pursuant to the Restructuring Agreement and related transaction documents has been made independently of any other Holder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Holder acknowledges that no other Holder has acted as agent for such Holder in connection with making its investment hereunder and that no Holder will be acting as agent of such Holder in connection with monitoring its investment in the Notes and the Conversion Shares or enforcing its rights under the Restructuring Agreement and related transaction documents. Each Holder 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 Holder to be joined as an additional party in any Proceeding for such purpose. The Company acknowledges that each of the Holders has been provided with the same Registration Rights Agreement for the purpose of closing a transaction with multiple Holders and not because it was required or requested to do so by any Holder.

[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]

Signature Page to Registration Rights Agreement

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

GUARANTORS:

EXPRESS LANE SERVICE, 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:

Signature Page to Registration Rights Agreement

USF HOLLAND INC.

By: ______________________________
Name:
Title:

USF MEXICO INC.

By: ______________________________
Name:
Title:

USF REDDAWAY INC.

By: ______________________________
Name:
Title:

USF REDSTAR LLC

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 ENTERPRISE SERVICES, INC.

By: ______________________________
Name:
Title:

YRC INC.

By: ______________________________
Name:
Title:

YRC INTERNATIONAL INVESTMENTS, INC.

By: ______________________________
Name:
Title:

YRC LOGISTICS SERVICES, INC.

By: ______________________________
Name:
Title:

YRC MORTGAGES, LLC

By: ______________________________
Name:
Title:

YRC REGIONAL TRANSPORTATION, INC.

By: ______________________________
Name:
Title:

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

Signature Page to Registration Rights Agreement

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

HOLDER:

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Signature Page to Registration Rights Agreement

PLAN OF DISTRIBUTION

We are registering the 10% Series A Convertible Senior Secured Notes due 2015 (including guarantees attached thereto), which we refer to herein as the "Notes", issued to the selling securityholders, 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 Notes and/or 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 the registration statement of which this prospectus forms a part 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 the registration statement of which this prospectus forms a part to cover short sales of our common stock made prior to the date such registration statement 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. 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.

Annex B

YRC WORLDWIDE, INC.
SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE

The undersigned holder of 10% Series A Convertible Senior Secured Notes due 2015 of YRC Worldwide, Inc. (the "Company") is party to the Registration Rights Agreement relating to the Notes entered into by the Company, the undersigned, the other Holders signatory thereto and the subsidiaries of the Company party thereto (the "Agreement"). The undersigned 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 Selling Securityholder Notice and Questionnaire ("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 Restructuring 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:

____

____

____

(d) 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.

The undersigned hereby acknowledges its obligations under the Agreement to indemnify and hold harmless the Company and certain other persons as set forth in the Agreement.

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: Wayne E. Williams
Telephone: (312) 862-7135
Fax: (312) 862-2200
Email: wayne.williams@kirkland.com

JOINDER AGREEMENT

This Joinder Agreement ("*Joinder*") is executed by the undersigned pursuant to the terms of the Registration Rights Agreement dated as of July 22, 2011, by and among YRC Worldwide Inc. (the "*Company*"), the holders party thereto and the guarantors party thereto, a copy of which is attached hereto (as such agreement may be amended, supplemented or modified as of the date hereof, the "*Registration Rights Agreement*"). Capitalized terms used herein without definition are defined in the Registration Rights Agreement and are used herein with the same meanings set forth therein.

By the execution of this Joinder, the undersigned agrees as follows:

1. Agreement to be Bound. The undersigned by delivering this Joinder agrees that it shall become a party to the Registration Rights Agreement as a "Holder" and shall be bound by the terms and provisions thereof.
2. Questionnaire. The undersigned has delivered to the Company at or prior to the execution of this Joinder a duly executed and completed copy of the Selling Securityholder Notice and Questionnaire (the form of which is attached as Annex B to the Registration Rights Agreement) and shall comply with the provisions of Section 2(d) of the Registration Rights Agreement.
3. Effectiveness. This Joinder shall take effect and the undersigned shall be bound by the terms and provisions of the Registration Rights Agreement immediately upon the execution hereof.
4. Law. This Joinder shall be governed by, and construed in accordance with, the laws of the State of New York.

____
Name

____
Signature

____
Date

____
Number and/or Principal Amount of
Registrable Securities Owned

Exhibit 10.10

SERIES B NOTES REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "*Agreement*") is made and entered into as of July 22, 2011, by and among YRC Worldwide Inc., a Delaware corporation (the "*Company*"), and each of the holders listed on the holders' signature page hereto (each a "*Holder*", and collectively, the "*Holders*") and the subsidiaries of the Company listed on the Guarantors' signature pages hereto (each, a "*Guarantor*", and collectively, the "*Guarantors*"). Additional Holders of Registrable Securities (as defined below) may become party to this Agreement subsequent to the date hereof by executing a Joinder to this Agreement substantially in the form attached hereto as Annex C. The Company, the Holders 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 letter agreement related to restructuring, dated as of April 29, 2011, as amended, among the Company and the participating lenders party thereto, including the Holders (the "*Restructuring Agreement*"). The Notes (as defined below) 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 date hereof (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 Holders agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Indenture shall have the meanings given such terms in the Indenture. 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 Date*" means July 22, 2011, the date this Agreement is executed by the parties thereto.

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

"*Common Stock*" means the common stock of the Company, par value $0.01 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 Indenture.

"*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, sixty (60) days after the Filing Deadline; *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 so long as such date shall not be after seventy-five (75) days after the Filing Deadline; *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.

"*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.

"*Filing Deadline*" means, with respect to the Initial Registration Statement required to be filed pursuant to Section 2(a), the fifth Business Day following the date of the consummation of the Merger (as defined in the Restructuring Agreement).

"*Holder*" or "*Holders*" shall have the meaning set forth in the Preamble, together with any other 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 10% Series B Convertible Senior Secured Notes due 2015 issued pursuant to the Indenture, including, without limitation, the guarantees thereof.

"*Other Registrable Securities*" means (i) "Registrable Securities" within the meaning of the Series A Notes Registration Rights Agreement and (ii) "Registrable Securities" within the meaning of the Series B Preferred Registration Rights Agreement.

"*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 Closing 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.

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

"*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 such securities 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.

"*Series A Notes*" means the 10% Series A Convertible Senior Secured Notes due 2015 issued pursuant to the Indenture dated as of the date hereof, among the Company, the Guarantors and U.S. Bank National Association, as trustee.

"*Series A Notes Registration Rights Agreement*" means the Registration Rights Agreement dated as of the date hereof, among the Company, the Guarantors and the persons party thereto relating to the Series A Notes.

"*Series B Preferred*" means the Company's Series B Convertible Preferred Stock.

"*Series B Preferred Registration Rights Agreement*" means the Registration Rights Agreement dated as of the date hereof, among the Company and the persons party thereto relating to the Series B Preferred.

"*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. 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 Restructuring Agreement (whether pursuant to registration rights or otherwise) and second by Registrable Securities and Other Registrable Securities on a pro rata basis based on the sum of the Conversion Shares, the Conversion Shares (as defined in the Series A Registration Rights Agreement) and the number of shares of Registrable Common Stock held by such Holders, subject to any written 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). 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 by the Holders 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 and if 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 (any such failure or breach in clauses (i) through (iv) above being referred to as an "*Event*," and, for purposes of clauses (i) or (ii), 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, the Company shall pay to each Holder, as partial liquidated damages and not as a penalty ("*Liquidated Damages*"), an amount in respect of such Holder's Notes equal to 0.25% of the aggregate principal amount of such Notes for the first 30 days from and including such Event Date until the applicable Event is cured (which rate will be increased by an additional 0.25% per annum for each subsequent 30-day period that such Liquidated Damages continue to accrue; provided, that the rate at which such Liquidated Damages accrue may in no event exceed 2.00% per annum). The parties agree that notwithstanding anything to the contrary herein or in the Restructuring Agreement, no Liquidated Damages shall be payable for any period after the expiration of the Effectiveness Period. All Liquidated Damages shall be paid on the same date that interest is payable on the Notes and in the same form that PIK Interest is paid. 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).

(d) The Company acknowledges that it has received from each Holder a completed Selling Securityholder Questionnaire in the form of Annex B hereto on or prior to the date of the execution of this Agreement containing the information required by the Company to file the Initial Registration Statement and to 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 five (5) 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 Holder shall be responsible for the delivery of the Prospectus to the Persons to whom such Holder sells any of the Registrable Securities (including in accordance with Rule 172 under the Securities Act), and each Holder 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 (v) 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, in each case, 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) Unless any Registrable Securities shall be in book-entry only form, if requested by the Holders, cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing the Registrable Securities 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) 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, if applicable, and of printing of a reasonable number of prospectuses if the printing of prospectuses is 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, (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement and (vii) legal fees and expenses of one law firm retained by the Holders of a majority of the Registrable Securities requested to be included in the Registration Statement, together with any separate local counsel reasonably retained by such law firm. 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 a written agreement between the Holders and the Company, 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 (or actions in respect thereof) (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 Holder'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)-(v), 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 actual or potential defendants in, or targets of, any action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party; (2) the Indemnifying Party has agreed in writing to pay such fees and expenses; (3) 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 (4) 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. For the purposes of this Section 5, each Person who controls any Holder of Registrable Securities shall have the same rights to contribution as such Holder. 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 Restructuring Agreement.

6. Covenants.

[RESERVED].

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. During the Effectiveness Period, 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 Other Registrable Securities, and the Company shall not during the Effectiveness Period 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 (A) preparing and filing with the Commission a registration statement contemplated by the Restructuring Agreement or (B) filing amendments to registration statements filed prior to the date of this Agreement.

(c) Facilitation of Sales Pursuant to Rule 144 and Rule 144A. The Company covenants to the Holders of Registrable Securities that to the extent it shall be required to do so under the Exchange Act, it shall timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and if at any time the Company is not required to file such reports, it shall upon the request of any Holder of Registrable Securities, make available such information specified by Rule 144A(d)(1) under the Securities Act. The Company further covenants to take such further action as any Holder of Registrable Securities may reasonably request, to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144 and Rule 144A. Upon the request of any Holder of Registrable Securities in connection with that Holder's sale pursuant to Rule 144 and Rule 144A, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

(d) No Required Sale. Nothing in this Agreement shall be deemed to create an independent obligation on the part of any Holder to sell any Registrable Securities pursuant to any effective Registration Statement.

(e) 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

(f) 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)-(v), 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.

(g) 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.

(h) 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.

(i) 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) 344-3334
Facsimile: (913) 696-6116
Attention: Jeff P. Bennett
Vice President – Legal, Interim 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):

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1001
Attention: Michael Stamer, 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.

(j) 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 to any other Person so long as such other Person executes a Joinder to this Agreement substantially in the form attached hereto as Annex C.

(k) 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.

(l) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

(n) 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.

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

(p) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder under this Agreement are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. The decision of each Holder to purchase or acquire the Notes and the Conversion Shares pursuant to the Restructuring Agreement and related transaction documents has been made independently of any other Holder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Holder acknowledges that no other Holder has acted as agent for such Holder in connection with making its investment hereunder and that no Holder will be acting as agent of such Holder in connection with monitoring its investment in the Notes and the Conversion Shares or enforcing its rights under the Restructuring Agreement and related transaction documents. Each Holder 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 Holder to be joined as an additional party in any Proceeding for such purpose. The Company acknowledges that each of the Holders has been provided with the same Registration Rights Agreement for the purpose of closing a transaction with multiple Holders and not because it was required or requested to do so by any Holder.

[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]

Signature Page to Registration Rights Agreement

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

GUARANTORS:

EXPRESS LANE SERVICE, 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:

Signature Page to Registration Rights Agreement

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 MEXICO INC.

By: ______________________________
Name:
Title:

USF REDDAWAY INC.

By: ______________________________
Name:
Title:

USF REDSTAR LLC

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 ENTERPRISE SERVICES, INC.

By: ______________________________
Name:
Title:

YRC INC.

By: ______________________________
Name:
Title:

YRC INTERNATIONAL INVESTMENTS, INC.

By: ______________________________
Name:
Title:

YRC LOGISTICS SERVICES, INC.

By: ______________________________
Name:
Title:

YRC MORTGAGES, LLC

By: ______________________________
Name:
Title:

YRC REGIONAL TRANSPORTATION, INC.

By: ______________________________
Name:
Title:

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

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

HOLDER:

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Signature Page to Registration Rights Agreement

PLAN OF DISTRIBUTION

We are registering the 10% Series B Convertible Senior Secured Notes due 2015 (including guarantees attached thereto), which we refer to herein as the "Notes", issued to the selling securityholders, 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 Notes and/or 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 the registration statement of which this prospectus forms a part 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 the registration statement of which this prospectus forms a part to cover short sales of our common stock made prior to the date such registration statement 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. 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.

Annex B

YRC WORLDWIDE, INC.
SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE

The undersigned holder of 10% Series B Convertible Senior Secured Notes due 2015 of YRC Worldwide, Inc. (the “Company”) is party to the Registration Rights Agreement relating to the Notes entered into by the Company, the undersigned, the other Holders signatory thereto and the subsidiaries of the Company party thereto (the “Agreement”). The undersigned 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 Selling Securityholder Notice and Questionnaire (“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 Restructuring 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:

____

____

____

(d) 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.

The undersigned hereby acknowledges its obligations under the Agreement to indemnify and hold harmless the Company and certain other persons as set forth in the Agreement.

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: Wayne E. Williams
Telephone: (312) 862-7135
Fax: (312) 862-2200
Email: wayne.williams@kirkland.com

Annex C

JOINDER AGREEMENT

This Joinder Agreement ("*Joinder*") is executed by the undersigned pursuant to the terms of the Registration Rights Agreement dated as of July 22, 2011, by and among YRC Worldwide Inc. (the "*Company*"), the holders party thereto and the guarantors party thereto, a copy of which is attached hereto (as such agreement may be amended, supplemented or modified as of the date hereof, the "*Registration Rights Agreement*"). Capitalized terms used herein without definition are defined in the Registration Rights Agreement and are used herein with the same meanings set forth therein.

By the execution of this Joinder, the undersigned agrees as follows:

1. Agreement to be Bound. The undersigned by delivering this Joinder agrees that it shall become a party to the Registration Rights Agreement as a "Holder" and shall be bound by the terms and provisions thereof.
2. Questionnaire. The undersigned has delivered to the Company at or prior to the execution of this Joinder a duly executed and completed copy of the Selling Securityholder Notice and Questionnaire (the form of which is attached as Annex B to the Registration Rights Agreement) and shall comply with the provisions of Section 2(d) of the Registration Rights Agreement.
3. Effectiveness. This Joinder shall take effect and the undersigned shall be bound by the terms and provisions of the Registration Rights Agreement immediately upon the execution hereof.
4. Law. This Joinder shall be governed by, and construed in accordance with, the laws of the State of New York.

____
Name

____
Signature

____
Date

____
Number and/or Principal Amount of
Registrable Securities Owned

Exhibit 10.11

SERIES B PREFERRED REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "*Agreement*") is made and entered into as of July 22, 2011, by and among YRC Worldwide Inc., a Delaware corporation (the "*Company*"), and each of the holders listed on the holders' signature page hereto (each a "*Holder*", and collectively, the "*Holders*"). Additional Holders of Registrable Securities (as defined below) may become party to this Agreement subsequent to the date hereof by executing a Joinder to this Agreement substantially in the form attached hereto as Annex C. The Company and the Holders are sometimes referred to herein collectively as the "*Parties*" and each of them individually, as a "*Party*").

This Agreement is made pursuant to the letter agreement related to restructuring, dated as of April 29, 2011, as amended, among the Company and the participating lenders party thereto, including the Holders (the "*Restructuring Agreement*"). The Series B Preferred (as defined below) has the rights, powers, preferences and limitations thereof set forth in the Certificate of Designations, Preferences, Powers and Rights of Series B Convertible Preferred Stock of YRC Worldwide Inc. (the "*Certificate of Designations*").

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 and each of the Holders agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Certificate of Designations shall have the meanings given such terms in the Certificate of Designations. 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 Date*" means July 22, 2011, the date this Agreement is executed by the parties thereto.

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

"*Common Stock*" means the common stock of the Company, par value $0.01 per share, and any securities into which such common stock may hereinafter be reclassified.

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

"*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, sixty (60) days after the Filing Deadline; *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 so long as such date shall not be after seventy-five (75) days after the Filing Deadline; *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.

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

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

"*Filing Deadline*" means, with respect to the Initial Registration Statement required to be filed pursuant to Section 2(a), the fifth Business Day following the date of the consummation of the Merger (as defined in the Restructuring Agreement).

"*Holder*" or "*Holders*" shall have the meaning set forth in the Preamble, together with any other 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.

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

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

"*Other Registrable Securities*" means (i) "Registrable Securities" within the meaning of the Series A Notes Registration Rights Agreement and (ii) "Registrable Securities" within the meaning of the Series B Notes Registration Rights Agreement.

"*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 Closing 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.

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

"*Registrable Securities*" means (i) all of the Common Stock held by Holders as a result of the conversion of the Series B Preferred and (ii) 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 such securities 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.

"*Series A Notes*" means the 10% Series A Convertible Senior Secured Notes due 2015 issued pursuant to the Indenture dated as of the date hereof, among the Company, the Guarantors and U.S. Bank National Association, as trustee.

"*Series A Notes Registration Rights Agreement*" means the Registration Rights Agreement dated as of the date hereof, among the Company, the Guarantors and the persons party thereto relating to the Series A Notes.

"*Series B Notes*" means the 10% Series B Convertible Senior Secured Notes due 2015 issued pursuant to the Indenture dated as of the date hereof, among the Company, the Guarantors and U.S. Bank National Association, as trustee.

"*Series B Notes Registration Rights Agreement*" means the Registration Rights Agreement dated as of the date hereof, among the Company, the Guarantors and the persons party thereto relating to the Series B Notes.

"*Series B Preferred*" means the Company's Series B Convertible Preferred Stock.

"*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. Notwithstanding any other provision of this Agreement, 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 Restructuring Agreement (whether pursuant to registration rights or otherwise) and second by Registrable Securities and Other Registrable Securities on a pro rata basis based on the sum of the Conversion Shares (as defined in the Series A Registration Rights Agreement), the Conversion Shares (as defined in the Series B Registration Rights Agreement) and the number of shares of Registrable Common Stock held by such Holders, subject to any written 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). 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 by the Holders 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 and if required by Rule 424(b).

(c) [RESERVED].

(d) The Company acknowledges that it has received from each Holder a completed Selling Securityholder Questionnaire in the form of Annex B hereto on or prior to the date of the execution of this Agreement containing the information required by the Company to file the Initial Registration Statement and to 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 five (5) 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 to deliver unlegended shares of Common Stock 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 Holder shall be responsible for the delivery of the Prospectus to the Persons to whom such Holder sells any of the Registrable Securities (including in accordance with Rule 172 under the Securities Act), and each Holder 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 (v) 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, in each case, 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) Unless any Registrable Securities shall be in book-entry only form, if requested by the Holders, cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing the Registrable Securities 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.

(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) 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, if applicable, and of printing of a reasonable number of prospectuses if the printing of prospectuses is 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, (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement and (vii) legal fees and expenses of one law firm retained by the Holders of a majority of the Registrable Securities requested to be included in the Registration Statement, together with any separate local counsel reasonably retained by such law firm. 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 a written agreement between the Holders and the Company, 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 (or actions in respect thereof) (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 Holder'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)-(v), 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 actual or potential

defendants in, or targets of, any action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party; (2) the Indemnifying Party has agreed in writing to pay such fees and expenses; (3) 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 (4) 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. For the purposes of this Section 5, each Person who controls any Holder of Registrable Securities shall have the same rights to contribution as such Holder. 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 Restructuring Agreement.

6. Covenants.

[RESERVED].

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. During the Effectiveness Period, 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 Other Registrable Securities, and the Company shall not during the Effectiveness Period 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 (A) preparing and filing with the Commission a registration statement contemplated by the Restructuring Agreement or (B) filing amendments to registration statements filed prior to the date of this Agreement.

(c) Facilitation of Sales Pursuant to Rule 144 and Rule 144A. The Company covenants to the Holders of Registrable Securities that to the extent it shall be required to do so under the Exchange Act, it shall timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and if at any time the Company is not required to file such reports, it shall upon the request of any Holder of Registrable Securities, make available such information specified by Rule 144A(d)(1) under the Securities Act. The Company further covenants to take such further action as any Holder of Registrable Securities may reasonably request, to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144 and Rule 144A. Upon the request of any Holder of Registrable Securities in connection with that Holder’s sale pursuant to Rule 144 and Rule 144A, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

(d) No Required Sale. Nothing in this Agreement shall be deemed to create an independent obligation on the part of any Holder to sell any Registrable Securities pursuant to any effective Registration Statement.

(e) 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

(f) 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)-(v), 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.

(g) 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.

(h) 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 shares of Series B Preferred or Registrable Securities, 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.

(i) 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:

YRC Worldwide Inc.
10990 Roe Avenue
Overland Park, Kansas 66211
Telephone: (913) 344-3334
Facsimile: (913) 696-6116
Attention: Jeff P. Bennett
Vice President – Legal, Interim 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 transfer agent of the Series B Preferred or Common Stock.

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

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1001
Attention: Michael Stamer, 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.

(j) 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 shares of Series B Preferred or Registrable Securities. Each Holder may assign its respective rights hereunder to any other Person so long as such other Person executes a Joinder to this Agreement substantially in the form attached hereto as Annex C.

(k) 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.

(l) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

(n) 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.

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

(p) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder under this Agreement are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. The decision of each Holder to purchase or acquire the Series B Preferred and the Registrable Securities pursuant to the Restructuring Agreement and related transaction documents has been made independently of any other Holder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holders are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Holder acknowledges that no other Holder has acted as agent for such Holder in connection with making its investment hereunder and that no Holder will be acting as agent of such Holder in connection with monitoring its investment in the Series B Preferred and the Registrable Securities or enforcing its rights under the Restructuring Agreement and related transaction documents. Each Holder 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 Holder to be joined as an additional party in any Proceeding for such purpose. The Company acknowledges that each of the Holders has been provided with the same Registration Rights Agreement for the purpose of closing a transaction with multiple Holders and not because it was required or requested to do so by any Holder.

[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 Page to Registration Rights Agreement

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

HOLDER:

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Signature Page to Registration Rights Agreement

PLAN OF DISTRIBUTION

We are registering certain shares of Common Stock held by the selling securityholders to permit the resale of such shares of Common Stock by the holders of the shares of Common Stock 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 shares of Common Stock. We will bear all fees and expenses incident to our obligation to register the shares of Common Stock.

The selling securityholders may sell all or a portion of 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 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 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 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 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 the registration statement of which this prospectus forms a part 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 the registration statement of which this prospectus forms a part to cover short sales of our common stock made prior to the date such registration statement 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 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 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 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 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 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 shares of Common Stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states 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 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 shares of Common Stock to engage in market-making activities with respect to the shares of Common Stock. All of the foregoing may affect the marketability of the shares of Common Stock and the ability of any person or entity to engage in market-making activities with respect to the shares of Common Stock.

We will pay all expenses of the registration of 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. 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 Common Stock of YRC Worldwide, Inc. (the "Company") is party to the Registration Rights Agreement relating to such securities entered into by the Company, the undersigned and the other Holders signatory thereto (the "Agreement"). The undersigned 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 Selling Securityholder Notice and Questionnaire ("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 Restructuring 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:

____

____

____

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:

(d) 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.

The undersigned hereby acknowledges its obligations under the Agreement to indemnify and hold harmless the Company and certain other persons as set forth in the Agreement.

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: Wayne E. Williams
Telephone: (312) 862-7135
Fax: (312) 862-2200
Email: wayne.williams@kirkland.com

JOINDER AGREEMENT

This Joinder Agreement ("*Joinder*") is executed by the undersigned pursuant to the terms of the Registration Rights Agreement dated as of July 22, 2011, by and among YRC Worldwide Inc. (the "*Company*") and the holders party thereto, a copy of which is attached hereto (as such agreement may be amended, supplemented or modified as of the date hereof, the "*Registration Rights Agreement*"). Capitalized terms used herein without definition are defined in the Registration Rights Agreement and are used herein with the same meanings set forth therein.

By the execution of this Joinder, the undersigned agrees as follows:

1. Agreement to be Bound. The undersigned by delivering this Joinder agrees that it shall become a party to the Registration Rights Agreement as a "Holder" and shall be bound by the terms and provisions thereof.
2. Questionnaire. The undersigned has delivered to the Company at or prior to the execution of this Joinder a duly executed and completed copy of the Selling Securityholder Notice and Questionnaire (the form of which is attached as Annex B to the Registration Rights Agreement) and shall comply with the provisions of Section 2(d) of the Registration Rights Agreement.
3. Effectiveness. This Joinder shall take effect and the undersigned shall be bound by the terms and provisions of the Registration Rights Agreement immediately upon the execution hereof.
4. Law. This Joinder shall be governed by, and construed in accordance with, the laws of the State of New York.

____
Name

____
Signature

____
Date

____
Number and/or Principal Amount of
Registrable Securities Owned

Exhibit 10.12

EXECUTION COPY

AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Security Agreement") is entered into as of July 22, 2011 by and among YRC Worldwide Inc., a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower listed on the signature pages hereto (together with the Borrower, the "Initial Grantors," and together with any additional Subsidiaries, whether now existing or hereafter acquired or formed, which become parties to this Security Agreement by executing a Security Agreement Supplement hereto in substantially the form of Annex I, the "Grantors"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent (the "Administrative Agent") and as collateral agent (the "Collateral Agent") for itself and for the Holders of Secured Obligations.

PRELIMINARY STATEMENT

WHEREAS, the Borrower, the financial institutions party thereto (collectively, the "Lenders"), and the Administrative Agent have entered into that certain Credit Agreement dated as of August 17, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Grantors have entered into that certain Pledge and Security Agreement, dated as of August 6, 2008 among the Grantors and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Pledge and Security Agreement") to secure their obligations to the Holders of Secured Obligations pursuant to the terms of the Existing Pledge and Security Agreement;

WHEREAS, the Grantors, other than the Borrower, have guaranteed the repayment of the Secured Obligations pursuant to that certain Amended and Restated Subsidiary Guarantee Agreement dated as of February 12, 2009 (as the same may be amended, restated, amended and restated, supplemented, renewed, replaced, extended, restructured or otherwise modified from time to time, the "Guaranty");

WHEREAS, the Borrower, the Lenders and the Administrative Agent have agreed to amend and restate the Existing Credit Agreement pursuant to the certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented, renewed, replaced, extended, restructured or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the parties hereto wish to amend and restate the Existing Pledge and Security Agreement in its entirety;

WHEREAS, each Grantor has agreed to grant and, to the extent applicable, reaffirm its prior grant of, a security interest in all or substantially all of its personal property and to pledge and, to the extent applicable, reaffirm its prior pledge of, its capital stock, membership interests or partnership interests in certain of its Subsidiaries to the Collateral Agent, for the benefit of the Holders of Secured Obligations, as security for the Secured Obligations and the "Guaranteed Obligations" (as defined in the Guaranty); and

WHEREAS, the Administrative Agent and the Lenders have required, as a condition, among others, to the effectiveness of the Credit Agreement and the other Loan Documents, that each Grantor execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Collateral Agent on behalf of the Holders of Secured Obligations, hereby agree as follows:

ARTICLE I

DEFINITIONS; AMENDMENT AND RESTATEMENT; REAFFIRMATION

1.1. Terms Defined in the Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement or the Credit Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"ABL Documents" has the meaning given such term in the Intercreditor Agreement.

"ABL Representative" has the meaning given to such term in the Intercreditor Agreement.

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Administrative Agent" means JPMorgan Chase Bank, National Association in its capacity as administrative agent under the Credit Agreement.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Collateral" means all Accounts, Chattel Paper, Commercial Tort Claims, Copyrights, Deposit Accounts, Documents, Equipment (including, without limitation, all Tractor Trailers), Farm Products, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, letters of credit, Letter-of-Credit Rights, Licenses, Patents, Pledged Deposits, Receivables, Supporting Obligations, Trademarks and Other Collateral, wherever located, in which any Grantor now has or hereafter acquires any right or interest, and the proceeds (including Stock Rights), insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto; provided, that, Collateral shall exclude Identified Collateral until the Collateral Agent delivers to the Borrower written notice that Collateral shall include Identified Collateral, and, following delivery of such notice, Identified Collateral shall be, and shall be deemed to be, Collateral for all purposes of this Security Agreement; provided, further, that, notwithstanding the foregoing, Collateral shall exclude the Excluded Property.

"Commercial Tort Claims" means commercial tort claims, as defined in the UCC of any Grantor, including each commercial tort claim specifically described in Exhibit "F"; provided, that, notwithstanding the foregoing, Commercial Tort Claims shall exclude the Excluded Property.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Convertible Note Documents" has the meaning given such term in the Intercreditor Agreement.

"Convertible Note Representative" has the meaning given such term in the Intercreditor Agreement.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all extensions of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Default" means an event described in Section 5.1(a) hereof.

"Deposit Account" shall have the meaning set forth in Article 9 of the UCC.

"Deposit Account Control Agreement" means an agreement among any Grantor, a banking institution holding such Grantor's funds, the Collateral Agent, the Convertible Note Representative, if any, and the ABL Representative, if any and to the extent applicable, with respect to collection and Control of all deposits and balances held in all deposit accounts maintained by such Grantor with such banking institution (other than deposit accounts constituting Excluded Property).

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Event of Default" means an event described in Section 5.1(b) hereof.

"Excluded Property" shall have the meaning assigned to such term in the Credit Agreement.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced, and each reference herein to an Exhibit, as it relates to a Grantor, shall mean, as of the relevant date of reference, the portion of such Exhibit or, after the date hereof, modifications thereto, as the case may be, as shall be set forth in the relevant and current information relating to such Grantor as such information is provided by such Grantor or the Borrower to the Collateral Agent, (a) upon such Grantor becoming a party hereto, and (b) following changes, additions and other revisions thereto to the extent required and within such time period as required pursuant to the terms hereof.

"Farm Products" shall have the meaning set forth in Article 9 of the UCC.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

“General Intangibles” shall have the meaning set forth in Article 9 of the UCC and, in any event, includes payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill (including the goodwill associated with any Trademark), Patents, Trademarks, Copyrights, URLs and domain names, Industrial Designs, other industrial or Intellectual Property or rights therein or applications therefor, whether under license or otherwise, programs, programming materials, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, Goods, Investment Property, Documents, Instruments, Letter-of-Credit Rights, letters of credit, and oil, gas, or other minerals before extraction.

“Goods” shall have the meaning set forth in Article 9 of the UCC.

“Identified Collateral” means any issued and outstanding Equity Interests of any Foreign Subsidiary (other than up to 65% of the issued and outstanding Equity Interests of any First Tier Foreign Subsidiary) to the extent directly owned by a Grantor).

“Industrial Designs” means (a) registered industrial designs and industrial design applications, and also includes registered industrial designs and industrial design applications listed in Exhibit “B”, (b) all renewals, divisions and any industrial design registrations issuing thereon and any and all foreign applications corresponding thereto, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all of each Grantor’s rights corresponding thereto throughout the world; provided, that, notwithstanding the foregoing, Industrial Designs shall exclude the Excluded Property.

“Instruments” shall have the meaning set forth in Article 9 of the UCC.

“Intellectual Property” means all Patents, Trademarks, Copyrights and any other intellectual property.

“Intercreditor Agreement” means the Amended and Restated Intercreditor Agreement, dated as of July 22, 2011, among the Convertible Note Representative, the ABL Representative, the Pension Fund Representative (as defined therein), the Collateral Agent and the Borrower and certain of its Subsidiaries, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Letter-of-Credit Rights” shall have the meaning set forth in Article 9 of the UCC.

“Licenses” means, with respect to any Person, all of such Person’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Other Collateral" means any property of the Grantors, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Copyrights, Deposit Accounts, Documents, Equipment, Fixtures, Farm Products, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Licenses, Patents, Pledged Deposits, Receivables, Supporting Obligations and Trademarks, including, without limitation, all cash on hand, letters of credit, Stock Rights or any other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Other Collateral (and the Collateral) include all real and personal property of the Grantors; provided, that, notwithstanding the foregoing, Other Collateral shall exclude the Excluded Property.

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Pension Fund Documents" has the meaning given such term in the Intercreditor Agreement.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which a Grantor may from time to time designate as pledged to the Collateral Agent or to any Holder of Secured Obligations as security for any Secured Obligations, and all rights to receive interest on said deposits; provided, that, notwithstanding the foregoing, Pledged Deposits shall exclude the Excluded Property.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Rolling Stock" means any railroad car, locomotive, stacktrain or other rolling stock, or accessories used on such railroad cars, locomotives or other rolling stock (including superstructures and racks); provided that, Rolling Stock shall exclude Tractor Trailers.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" shall have the meaning assigned to such term in the Credit Agreement.

"Security" shall have the meaning set forth in Article 8 of the UCC.

"Securities Account" has the meaning set forth in Article 8 of the UCC.

"Securities Account Control Agreement" means an agreement among any Grantor, a securities intermediary with which any Grantor maintains a Securities Account, the Collateral Agent and the Convertible Note Representative, if any, and to the extent applicable, with respect to collection and Control of all assets held in such Securities Account maintained by such Grantor with such securities intermediary.

"Stock Rights" means any securities, dividends, instruments or other distributions and any other right or property which any Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which any Grantor now has or hereafter acquires any right, issued by an issuer of such securities; provided, that, notwithstanding the foregoing, Stock Rights shall exclude the Excluded Property.

"Supporting Obligation" shall have the meaning set forth in Article 9 of the UCC.

"Tractor Trailers" shall mean any vehicle, truck, tractor, trailer, tank trailer or other trailer, or similar vehicle or trailer.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"Vehicle Title Custodian Agreement" has the meaning given such term in the Credit Agreement.

Unless the context otherwise requires (a) words in the singular include the plural, and words in the plural include the singular, (b) "or" is not exclusive, (c) "including" means including, without limitation, and (d) the words "herein," "hereof" and "hereunder" refer to this Security Agreement as a whole and not to any particular article or section hereof.

1.4. Amendment and Restatement. Each of the undersigned, by its signature below, hereby (i) agrees that this Security Agreement and the transactions contemplated hereby shall not limit or diminish the obligations of such Person arising under or pursuant to the Existing Pledge and Security Agreement, except to the extent limited or diminished herein, (ii) reaffirms all of its obligations under the Existing Pledge and Security Agreement, except to the extent such obligations have been limited, diminished or otherwise modified herein, (iii) reaffirms all Liens on the Collateral which have been granted by it in favor of the Collateral Agent (for itself and the other Holders of Secured Obligations) pursuant to the Existing Pledge and Security Agreement as more specifically described in Section 2 below, and (iv) acknowledges and agrees that, subject to the amendments and other modifications herein, the Existing Pledge and Security Agreement and the instruments, documents and agreements executed or delivered in connection therewith remain in full force and effect and is hereby reaffirmed, ratified and confirmed.

1.5. Reaffirmation of Loan Documents. Each of the undersigned, by its signature below, hereby (a) acknowledges and consents to the execution and delivery of each of the instruments, documents and agreements required in connection with the Credit Agreement, (b) agrees that the Credit Agreement and the transactions contemplated thereby shall not limit or diminish the obligations of such Person arising under or pursuant to the Collateral Documents and the other Loan Documents to which it is a party except to the extent limited or diminished in any amendments or amendments and restatements thereto, (c) reaffirms all of its obligations under the Loan Documents to which it is a party, except to the extent such obligations have been limited, diminished or otherwise modified therein, (d) reaffirms all Liens on any collateral (including the Collateral) which have been granted by it in favor of the

Administrative Agent pursuant to any of the Loan Documents, and (e) acknowledges and agrees that, , subject to the amendments and other modifications thereto, each Loan Document executed by it remains in full force and effect and is hereby reaffirmed, ratified and confirmed.

ARTICLE II

GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Holders of Secured Obligations, a security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Collateral to secure the prompt and complete payment and performance when due of the Secured Obligations. For the avoidance of doubt, the grant of a security interest herein shall not be deemed to be an assignment of intellectual property rights owned by the Grantors.

Without limiting the foregoing, each of the Grantors hereby regrants, confirms, ratifies and reaffirms the Liens granted to Collateral Agent, for the benefit of the Holders of Secured Obligations, pursuant to the Existing Pledge and Security Agreement in all of its right, title, and interest in all then existing and thereafter acquired or arising Collateral in order to secure the prompt payment, performance and observance of the Secured Obligations, and confirms, ratifies and reaffirms that such Liens are continuing and are and shall remain unimpaired and continue to constitute fully perfected Liens in favor of Collateral Agent, for the benefit of the Holders of Secured Obligations, with the same force, effect and priority in effect both immediately prior to and after entering into this Security Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each of the Initial Grantors represents and warrants to the Collateral Agent, and each Grantor that becomes a party to this Security Agreement pursuant to the execution of a Security Agreement Supplement in substantially the form of Annex I (a "Security Agreement Supplement") represents and warrants (after giving effect to supplements to each of the Exhibits hereto with respect to such subsequent Grantor as attached to such Security Agreement Supplement and as otherwise necessitated or required), that, with respect to such Grantor:

3.1. Title, Authorization, Validity and Enforceability. Such Grantor has good and valid title to or rights in or the power to transfer the Collateral material to its business with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6 hereof, and has the corporate or equivalent power and authority to execute and deliver this Security Agreement, to perform its obligations hereunder and to grant to the Collateral Agent the security interest in such Collateral pursuant hereto. The execution and delivery by such Grantor of this Security Agreement and the performance of its obligations hereunder have been duly authorized by proper corporate, partnership, limited partnership or limited liability company proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of such Grantor and creates a security interest which is enforceable against such Grantor in all of such Grantor's Collateral, in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to the enforcement of creditors' rights generally and subject to general principles of equity regardless of whether considered in a proceeding in equity or at law. When appropriate financing statements designating such Grantor as "debtor" therein and Collateral Agent as "secured party" therein have been properly completed and filed in the appropriate governmental offices designated for such Grantor in Exhibit "E", the Collateral Agent will have a valid and perfected

first priority security interest in such Grantor's Collateral in which a security interest may be perfected by filing of a financing statement under the UCC, in each case subject only to Liens permitted under Section 4.1.6 hereof.

3.2. Conflicting Laws and Contracts. None of the execution and delivery by such Grantor of this Security Agreement, the creation and perfection of the security interest in such Grantor's Collateral granted hereunder, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof will (i) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Grantor or any of its subsidiaries or (ii) violate such Grantor's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating or other management agreement, as the case may be, or (iii) violate the provisions of or result in a default under any indenture, material instrument or material agreement binding upon such Grantor or any of its subsidiaries or its assets, or give rise to a right thereunder to require any Material Indebtedness to be paid by the Borrower or any of its Subsidiaries, or (iv) result in, or require, the creation or imposition of any Lien in, of or on the property of such Grantor or a subsidiary thereof pursuant to the terms of any such indenture, material instrument or material agreement (other than any Lien of the Collateral Agent on behalf of the Holders of Secured Obligations or other liens permitted by Section 6.02 of the Credit Agreement), except in the case of clause (i) at any time after the Effective Date, to the extent such violations could not reasonably be expected to have a Material Adverse Effect. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by such Grantor or any of its subsidiaries, is required to be obtained by it or any of its subsidiaries in connection with the execution and delivery of this Security Agreement or the performance by it of its obligations hereunder or the legality, validity, binding effect or enforceability of this Security Agreement, except (i) filings, recordings or registrations with the appropriate governmental authorities required to perfect the security interests granted hereunder and (ii) to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect.

3.3. Principal Location. As of the date such Person becomes a Grantor hereunder, such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), is disclosed in Exhibit "A".

3.4. Property Locations.

3.4.1 As of the Effective Date (and upon the date of delivery by the Borrower of each update of Exhibit "A" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), the Inventory and Equipment of each Grantor included in the Collateral (other than any such Collateral with a net book value in an aggregate amount not to exceed $500,000 or any of same which is in transit, subject to being repaired or in use in the ordinary course of business) are located solely at (a) the locations owned by such Grantor described in Part A of Exhibit "A", (b) the locations leased by such Grantor as lessee and designated in Part B of Exhibit "A", or (c) in respect of such Inventory, a public warehouse or otherwise held by a bailee or on consignment by such Grantor as designated in Part C of Exhibit "A", with respect to which such Inventory such Grantor has delivered bailment agreements, warehouse receipts, financing statements or other documents necessary to protect the Collateral Agent's security interest in such Inventory.

3.4.2 As of the Effective Date (and upon the date of delivery by the Borrower of each update of Exhibit "A" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), the Fixtures of each Grantor included in the Collateral (other

than any such Collateral with a net book value in an aggregate amount not to exceed $500,000 or any of same otherwise covered by other Collateral Documents) are located solely at (a) the locations owned by such Grantor described in Part A of Exhibit “A” and (b) the locations leased by such Grantor as lessee and designated in Part B of Exhibit “A”.

3.4.3 Part D of Exhibit “A” sets forth all real property owned or leased by Grantors as of the date hereof. As of the date hereof, the applicable Grantor has delivered to the Collateral Agent a Mortgage (as defined in the Credit Agreement) with respect to each owned real property set forth in Part D of Exhibit “A”. With respect to each Mortgage executed and delivered to the Collateral Agent on or before the date hereof, the applicable Grantor has also delivered to the Collateral Agent (a) title insurance and (b) an opinion of counsel reasonably acceptable to the Collateral Agent, including, without limitation, enforceability thereof and perfection of the Collateral Agent’s Lien on the real property Collateral specified therein.

3.5. No Other Names; Etc. Within the five-year period ending as of the date such Person becomes a Grantor hereunder, such Grantor has not conducted business under any name, changed its jurisdiction of formation, merged with or into or consolidated with any other Person, except as disclosed in Exhibit “A”. The name in which such Grantor has executed this Security Agreement is the exact name as it appears in such Grantor’s organizational documents, as amended, as filed with such Grantor’s jurisdiction of organization as of the date such Person becomes a Grantor hereunder.

3.6. RESERVED.

3.7. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper owned by such Grantor which are included in the Collateral are correctly stated in all material respects in all applicable records of such Grantor relating thereto and in all invoices and reports with respect thereto furnished to the Collateral Agent by such Grantor from time to time. As of the time when each such Account or each item of such Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all such records relating thereto, are genuine and in all material respects what they purport to be.

3.8. Filing Requirements.

3.8.1 As of the Effective Date (and upon the date of delivery by the Borrower of each update of Exhibit “B” pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), none of the Equipment (including, without limitation, all Tractor Trailers) owned by such Grantor, which is included in the Collateral, is covered by any certificate of title, except for the vehicles described in Part A of Exhibit “B” and none of the Collateral owned by such Grantor is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the aircraft/engines, ships, vessels, railcars and other vehicles and other similar equipment (including, without limitation, all Rolling Stock) described in Part B of Exhibit “B”, (b) Patents, Trademarks and Copyrights held by such Grantor which are included in the Collateral and described in Part C of Exhibit “B” and (c) the other property included in the Collateral which is described in Part D of Exhibit “B”.

3.8.2 As of the Effective Date (and upon the date of delivery by the Borrower of each update of Exhibit “C” pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), the legal description, county and street address of the property on which any Fixtures owned by such Grantor, which are included in the Collateral and not otherwise covered by another Collateral Document, are located are set forth in Exhibit “C”, together with the name and address of the record owner of each such property.

3.9. No Financing Statements; Security Agreements; Mortgages. No financing statement, security agreement or mortgage describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except financing statements, security agreements and mortgages (a) naming the Collateral Agent on behalf of the Holders of Secured Obligations as the secured party or (b) in respect of Liens specifically permitted by Section 6.02 of the Credit Agreement; provided, that nothing herein shall be deemed to constitute an agreement to subordinate any of the Liens of the Collateral Agent under the Loan Documents to any Liens otherwise specifically permitted under Section 6.02 of the Credit Agreement.

3.10. Federal Employer Identification Number; State Organization Number; Jurisdiction of Organization. As of the date such Person becomes a Grantor hereunder, such Grantor's federal employer identification number is, and if such Grantor is a registered organization, such Grantor's State of organization, type of organization and State of organization identification number are listed in Exhibit "G".

3.11. Pledged Securities and Other Investment Property. Exhibit "D" that initially is delivered in connection with the original execution and delivery of this Security Agreement (as well as each update of Exhibit "D" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof) sets forth a complete and accurate list of the Instruments, Securities and other Investment Property constituting Collateral which were delivered to the Collateral Agent as of the date hereof. Each Grantor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed in Exhibit "D" as being owned by it, free and clear of any Liens, except for the security interest granted to the Collateral Agent hereunder or as specifically permitted by Section 6.02 of the Credit Agreement. Each Grantor further represents and warrants that (a) all such Instruments, Securities or other types of Investment Property owned by it which are shares of stock in a corporation or ownership interests in a partnership or limited liability company and which are included in the Collateral have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly authorized and validly issued, are fully paid and, to the extent applicable, non-assessable and constitute, as of the date hereof, the percentage of the issued and outstanding shares of stock (or other Equity Interests) of the respective issuers thereof indicated in Exhibit "D" hereto and (b) with respect to any certificates delivered to the Collateral Agent representing an ownership interest in a partnership or limited liability company, such certificates are Securities as defined in Article 8 of the UCC of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Collateral Agent so that the Collateral Agent may (but has no obligation to) take steps to perfect its security interest therein as a General Intangible and (iii) promptly following the reasonable request of the Administrative Agent, all such Instruments, Securities or other types of Investment Property owned by it which are shares of stock in a corporation or ownership interests in a partnership or limited liability company and which are included in the Collateral held by a securities intermediary is covered by a Securities Account Control Agreement pursuant to which the Collateral Agent has Control.

3.12. Intellectual Property. As of the Effective Date (and upon the date of delivery by the Borrower of each update of Exhibit "B" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof):

3.12.1 Part C of Exhibit "B" contains a complete and accurate listing of all Intellectual Property for which a registration has issued to, an application for registration has been filed by, a patent has issued to, or an application for patent has been filed by, such Grantor and which are

included in the Collateral, including to the extent applicable, but not limited to the following: (a) state, U.S. and foreign trademark registrations and applications for trademark registration owned by such Grantor, (b) U.S. and foreign patents and patents applications, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof owned by such Grantor, (c) U.S. and foreign copyright registrations and applications for registration made by such Grantor, (d) foreign industrial design registrations and industrial design applications owned by such Grantor, (e) domain names owned by such Grantor, (f) proprietary computer software of such Grantor, (g) all forms of Intellectual Property described in clauses (a)-(c) above, to the extent (i) such Grantor has actual knowledge of information and other relevant facts necessary to make a determination of whether such Intellectual Property is of a form described by any of such clauses and (ii) such Grantor is not restricted in disclosing such information, that are owned by a third party and licensed to a Grantor, and (i) the name of any Person who has been granted rights in respect thereof outside of the ordinary course of business to any of the Intellectual Property referred to in clauses (a)-(g) above, to the extent that the disclosure of such name is not restricted. All of such U.S. registrations, applications for registration or applications for issuance of the Intellectual Property of a Grantor are valid and subsisting, in good standing and are recorded or are in the process of being recorded in the name of the applicable Grantor to the extent material to the business of such Grantor.

3.12.2 Intellectual Property owned by such Grantor and included in the Collateral is valid, subsisting, unexpired (where registered) and enforceable and has not been abandoned or adjudged invalid or unenforceable, in whole or in part, except as could not be reasonably expected to result in a Material Adverse Effect.

3.12.3 Except as otherwise permitted by the Credit Agreement, no Person other than such Grantor has any right or interest of any kind or nature in or to the Intellectual Property owned by such Grantor and included in the Collateral, including any right to sell, license, lease, transfer, distribute, use or otherwise exploit such Intellectual Property or any portion thereof outside of the ordinary course of the respective Grantor's business. Such Grantor has good and indefeasible title to, and the valid and enforceable power and right to sell, license, transfer, distribute, use and otherwise exploit, Intellectual Property owned by such Grantor and included in the Collateral, except where such failure could not reasonably be expected to have a Material Adverse Effect.

3.12.4 Such Grantor has taken or caused to be taken steps so that none of the Intellectual Property owned by such Grantor and included in the Collateral, the value of which to such Grantor is contingent upon maintenance of the confidentiality thereof, has been disclosed by such Grantor to any Person other than employees, contractors, customers, representatives and agents of the Grantors who are parties to customary confidentiality and nondisclosure agreements with such Grantor, except where such disclosures, individually or in the aggregate, could not be reasonably expected to result in a Material Adverse Effect.

3.12.5 To such Grantor's knowledge, no Person has violated, infringed upon or breached, or is currently violating, infringing upon or breaching, any of the rights of such Grantor to the Intellectual Property owned by such Grantor and included in the Collateral or has breached or is breaching any duty or obligation owed to such Grantor in respect of such Intellectual Property, except where those breaches, individually or in the aggregate, could not be reasonably expected to result in a Material Adverse Effect.

3.12.6 No settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by such Grantor or to which such Grantor is bound that adversely

affects its rights to own or use any Intellectual Property owned by such Grantor and included in the Collateral, except as could not be reasonably expected to result in a Material Adverse Effect, in each case individually or in the aggregate.

3.12.7 Such Grantor has not received any written notice that remains outstanding challenging the validity, enforceability, or ownership of any Intellectual Property owned by such Grantor and included in the Collateral, except where those challenges could not reasonably be expected to result in a Material Adverse Effect, and to such Grantor's knowledge as of the date of delivery of Part C of Exhibit "B" or the date thereafter that such Person becomes a Grantor hereunder, whichever shall later occur, there are no facts upon which such a challenge could be made.

3.12.8 Such Grantor owns directly or is entitled to use, by license or otherwise, all Intellectual Property necessary for the conduct of such Grantor's business, and the consummation of the transactions contemplated by this Security Agreement will not result in the termination or material impairment of any such Intellectual Property owned by such Grantor and included in the Collateral.

3.12.9 Such Grantor uses adequate standards of quality in the manufacture, distribution, and sale of its Inventory and in the provision of services rendered by it under or in connection with all Trademarks owned by such Grantor and included in the Collateral and has taken all commercially reasonable action necessary to insure that all licensees of the Trademarks owned by such Grantor and included in the Collateral or licensed by such Grantor use such adequate standards of quality, except where the failure to use adequate standards of quality could not reasonably be expected to result in a Material Adverse Effect.

3.12.10 The consummation of the transactions contemplated by Loan Documents will not result in the termination or impairment of any of the Intellectual Property in any material respect.

3.13. Commercial Tort Claims. As of the Effective Date (and upon the date of delivery by the Borrower of each update of Exhibit "F" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), except as set forth in Exhibit "F", such Grantor owns no Commercial Tort Claims of a value greater than $1,000,000 which have arisen in the course of such Grantor's business.

3.14. Deposit Accounts and Securities Accounts. As of the Effective Date (and upon the date of delivery of each update to Exhibit "H" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), all of such Grantor's Deposit Accounts, Securities Accounts and the respective approximate account balances are listed on Exhibit "H".

3.15. Recourse. This Security Agreement is made with full recourse to each Grantor and pursuant to and upon all the representations, warranties, covenants and agreements on the part of such Grantor contained herein and in the other Loan Documents.

3.16. Rolling Stock. As of the Effective Date, neither the Borrower nor any Subsidiary owns any Rolling Stock.

ARTICLE IV

COVENANTS

From the date of this Security Agreement and thereafter until this Security Agreement is terminated in whole or in part as to any Grantor, each of the Initial Grantors agrees, and from and after the effective date of any Security Agreement Supplement applicable to any Grantor (and after giving effect to supplements to each of the Exhibits hereto with respect to such subsequent Grantor as attached to such Security Agreement Supplement or otherwise hereto), each such subsequent Grantor agrees, with respect to itself:

4.1. General.

4.1.1 Inspection. Such Grantor will permit the Collateral Agent, by its representatives and agents, upon reasonable prior notice, (i) to inspect the Collateral, (ii) to examine and make copies of the records of such Grantor relating to the Collateral and (iii) to discuss the Collateral and the related records of such Grantor with, and to be advised as to the same by, such Grantor's officers and employees (and, in the case of any Receivable included in the Collateral and upon prior notice to the Borrower, with any Person which is or may be obligated thereon), all at such reasonable times and as often as reasonably requested, and, without duplication as to the related provisions set forth in Section 5.06 of the Credit Agreement, all such examinations and inspections, other than the first such examination or inspection or examination occurring during any calendar year (including any such examination or inspection occurring pursuant to Section 5.06 of the Credit Agreement) or any examination or inspection occurring during the continuance of an Event of Default, shall be at the Collateral Agent's expense, and all other such examinations and inspections shall be at such Grantor's reasonable expense; provided, however, such permission shall be subject to confidentiality restrictions imposed on such Grantor by Persons other than Grantor or its Affiliates and safety requirements and restrictions attendant to the respective Collateral.

4.1.2 Taxes. Such Grantor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral owned by such Grantor that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Grantor has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

4.1.3 Records and Reports. Each Grantor shall keep and maintain complete, accurate and proper books and records in all material respects with respect to the Collateral owned by such Grantor, and furnish to the Collateral Agent, with sufficient copies for each of the Holders of Secured Obligations, such reports relating to the Collateral as the Collateral Agent shall from time to time reasonably request.

4.1.4 Financing Statements and Other Actions; Defense of Title. Each Grantor hereby authorizes the Collateral Agent to file, and if requested will execute and deliver to the Collateral Agent, all financing statements describing the Collateral owned by such Grantor and other documents and take such other actions as may be required and from time to time reasonably be requested by the Collateral Agent in order to maintain a first priority, perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor, subject to Liens specifically permitted under Section 6.02 of the Credit Agreement, provided that nothing herein shall be

deemed to constitute an agreement to subordinate any of the Liens of the Collateral Agent under the Loan Documents to any Liens otherwise specifically permitted under Section 6.02 of the Credit Agreement. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as reasonably necessary to ensure that the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property and other assets, whether now owned or existing or hereafter acquired or arising, together with all products and proceeds thereof, substitutions and replacements therefor, and additions and accessions thereto." Each Grantor agrees to execute all documentation reasonably required to effect such recordations and to cause the filing of relevant certificates of title with the appropriate state governmental agency. Each Grantor will, at its own expense, promptly make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent from time to time such lists, descriptions and designations of its then owned Tractor Trailers (including certificate of title numbers and jurisdictions of registration of each such Tractor Trailer), documents of title, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps and actions relating to such Tractor Trailers and other property or rights covered by the security interest hereby granted necessary to perfect, preserve or protect its security interest in such Tractor Trailers and other property or rights. Each Grantor will take any and all actions necessary to defend, in all material respects, title to the Collateral owned by such Grantor against all Persons and to defend the security interest of the Collateral Agent in such Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5 Disposition of Collateral. No Grantor will make an Asset Sale with respect to Collateral owned by such Grantor except (a) Asset Sales specifically permitted (or not prohibited) pursuant to Section 6.03, 6.05 and 6.06 of the Credit Agreement, (b) subject to the terms, conditions and provisions of the Intercreditor Agreement, until such time following the occurrence of an Event of Default as such Grantor receives a written notice from the Collateral Agent instructing such Grantor to cease such transactions, and so long thereafter as such Event of Default shall remain uncured or unwaived, sales or leases of Inventory or Equipment, which are included in the Collateral, in the ordinary course of business, and (c) subject to the terms, conditions and provisions of the Intercreditor Agreement, until such time as such Grantor receives a notice from the Collateral Agent pursuant to Article VII, and so long thereafter as such notice shall remain in effect, proceeds of Inventory and Accounts, which are included in the Collateral, collected in the ordinary course of business other than payment of its obligations in the ordinary course of its business.

4.1.6 Liens. No Grantor will create, incur, or permit to exist any Lien on the Collateral owned by such Grantor except Liens specifically permitted pursuant to Section 6.02 of the Credit Agreement, provided, that, nothing herein shall be deemed to constitute an agreement to subordinate any of the Liens of the Collateral Agent under the Loan Documents to any Liens otherwise specifically permitted under Section 6.02 of the Credit Agreement.

4.1.7 Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. Such Grantor will:

(i) except as permitted by Section 6.03 of the Credit Agreement, preserve its existence and corporate structure as in effect on the Effective Date;

(ii) not change its jurisdiction of organization;

(iii) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified in Exhibit "A"; and

(iv) not (a) have any Inventory or Equipment or proceeds or products thereof (other than any such Collateral with a net book value in an aggregate amount not to exceed $500,000 or any of the same disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A" (as Exhibit "A" may be updated from time to time), except as any of same may be in transit, subject to being repaired or in use in the ordinary course of business, (b) have any Fixtures or proceeds or products thereof (other than any immaterial quantity or value thereof or any of same otherwise covered by other Collateral Documents) at a location other than a location specified in Exhibit "A", (c) change its name or taxpayer identification number or (d) change its mailing address,

unless, in each such case, such Grantor shall have given the Collateral Agent not less than ten (10) days' prior written notice of such event or occurrence and the Collateral Agent shall have either (x) reasonably determined that, under the circumstances and, as applicable, after giving consideration to reasonable steps or actions taken, or that can be timely taken, by the Collateral Agent or such Grantor, such event or occurrence will not adversely affect the validity, perfection or priority of the Collateral Agent's security interest in the Collateral, or (y) taken such steps (with the cooperation of such Grantor to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Collateral Agent's security interest in the Collateral owned by such Grantor.

4.1.8 Other Financing Statements. No Grantor will permit to exist or authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by such Grantor, except any financing statement authorized or permitted under Section 4.1.4 hereof and any financing statement filed to perfect a Lien specifically permitted under Section 6.02 of the Credit Agreement; provided, that, nothing herein shall be deemed to constitute an agreement to subordinate any of the Liens of the Collateral Agent under the Loan Documents to any Liens otherwise specifically permitted under Section 6.02 of the Credit Agreement.

4.1.9 Restriction Regarding Tractor Trailers. After the Effective Date, no Grantor shall title any Tractor Trailers in the States of Minnesota, Utah, Oklahoma, Nevada, Hawaii or Alaska; provided, however, that the applicable Grantor(s) shall not be subject to the restriction in this Section 4.1.9 as to one or more of the foregoing States provided that all Vehicle Collateral (as defined in the Security and Collateral Agency Agreement) with respect to such State or States shall become "Vehicle Collateral" subject to the Security and Collateral Agency Agreement and the security interest granted in such additional Vehicle Collateral under such Security and Collateral Agency Agreement shall be a first priority perfected security interest and; provided further, that the applicable Grantors shall execute and deliver such amendments, supplements, agreements and other documents, file such financing statements and take such other action as shall be required under both the applicable Loan Documents and the Convertible Note Documents to effect the foregoing.

4.2. Receivables.

4.2.1 Certain Agreements on Receivables. Until such time following the occurrence of an Event of Default and so long thereafter that such Event of Default remains uncured or unwaived, no Grantor will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable included in the Collateral or accept in satisfaction

of a Receivable included in the Collateral less than the original amount thereof, other than in accordance or consistent with the existing customer agreements entered into in the ordinary course of business and consistent with past business practice of such Grantor. Until such time following the occurrence and continuation of an Event of Default, such Grantor may reduce or otherwise adjust the amount of Accounts arising from the sale of Inventory included in the Collateral or the rendering of services in accordance with its present policies and in the ordinary course of business and as otherwise not prohibited under the Credit Agreement.

4.2.2 Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables included in the Collateral which are owned by such Grantor.

4.2.3 Delivery of Invoices. Such Grantor will deliver to the Collateral Agent promptly following receipt of its request during the continuance of an Event of Default, duplicate invoices with respect to each Account included in the Collateral which is owned by such Grantor bearing such language of collateral assignment as the Collateral Agent shall reasonably specify, which language shall be effective only during the pendency of such Event of Default.

4.2.4 Disclosure of Counterclaims on Receivables. If (a) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable included in the Collateral which is owned by such Grantor is made other than in the ordinary course of business of such Grantor or (b) if, to the knowledge of such Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to such Receivable, and in either case, the amount of such Receivable exceeds $500,000, then such Grantor will disclose such fact to the Collateral Agent in writing during inspection by the Collateral Agent of any record of such Grantor relating to such Receivable and, without duplication, in connection with any invoice or report furnished by such Grantor to the Collateral Agent relating to such Receivable.

4.3. Maintenance of Equipment. Such Grantor will do all things necessary to maintain, preserve, protect and keep the Equipment included in the Collateral which is owned by such Grantor in good repair, working order and saleable condition (ordinary wear and tear, casualty and condemnation excepted) and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. Such Grantor will: (i) deliver to the Collateral Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities (to the extent certificated) and Instruments constituting Collateral (if any then exist), (ii) hold in trust for the Collateral Agent upon receipt and immediately thereafter deliver to the Collateral Agent any Chattel Paper, Securities and Instruments constituting Collateral, (iii) promptly upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Collateral Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and collaterally assigned as the Collateral Agent shall reasonably specify, and (iv) upon the Collateral Agent's request, after the occurrence and during the continuance of an Event of Default, deliver to the Collateral Agent (and thereafter hold in trust for the Collateral Agent upon receipt and immediately deliver to the Collateral Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Securities, Certain Other Investment Property and Securities Accounts. Such Grantor will permit the Collateral Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral owned by such Grantor to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Collateral Agent granted pursuant to this Security Agreement. Such Grantor will use all commercially reasonable efforts, with respect to Investment Property included in the Collateral owned by such Grantor held with a financial intermediary, to cause such financial intermediary to enter into a Securities Account Control Agreement. On or before the Effective Date, each Grantor shall execute and deliver a Securities Account Control Agreement for each Securities Account listed on Exhibit H (other than any Securities Account with a balance not exceeding $20,000 but subject to the cap on aggregate balances set forth in Section 4.7 hereof). Subject to the exception set forth in the preceding sentence and the cap in Section 4.7, all Securities Accounts of any Grantor established and maintained with a securities intermediary will be subject to a Securities Account Control Agreement with the Collateral Agent in order to establish Control of such Securities Account.

4.6. Stock and Other Ownership Interests.

4.6.1 Changes in Capital Structure of Issuers. No Grantor will (a), except as permitted in the Credit Agreement, permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company which in each case is included in the Collateral and owned by such Grantor to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities included in the Collateral and evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (b) vote any of such Instruments, Securities or other Investment Property included in the Collateral in favor of any of the foregoing.

4.6.2 Registration of Pledged Securities and other Investment Property. Such Grantor will permit any registrable Investment Property that is included in the Collateral and owned by such Grantor to be registered in the name of the Collateral Agent or its nominee at any time following the occurrence and during the continuance of an Event of Default and without any further consent of such Grantor.

4.6.3 Exercise of Rights in Pledged Securities and other Investment Property. Such Grantor will permit the Collateral Agent or its nominee at any time after the occurrence and during the continuance of an Event of Default, with prior notice to such Grantor, to exercise or refrain from exercising any and all voting and other consensual rights pertaining to Investment Property that is included in the Collateral and owned by such Grantor or any part thereof, and to receive all dividends and interest in respect of such Collateral.

4.7. Deposit Accounts. Other than cash and Cash Equivalents held in Deposit Accounts constituting Excluded Property or any Deposit Account or Securities Account with a balance not exceeding $20,000 (provided that the aggregate balances in all such Deposit Accounts and Securities Accounts shall not at any time exceed $600,000 except as permitted in the next succeeding sentence), the Borrower and other Grantors shall hold all cash and Cash Equivalents in Deposit Accounts subject to Deposit Account Control Agreements or in Securities Accounts subject to Securities Account Control Agreements. Within thirty (30) days after the Effective Date (or such longer period of time as the Collateral Agent may approve), the applicable Grantors shall cause all deposit accounts with Wells Fargo Bank, National Association and The Royal Bank of Canada (and/or any of their affiliates) representing aggregate balances in excess of the $600,000 cap referred to above to be either (i) subject to Deposit

Account Control Agreements or (ii) closed. Before opening or replacing any Deposit Account (other than Excluded Property and as otherwise permitted in this Section 4.7), each Grantor shall cause the applicable bank or financial institution to enter into a Deposit Account Control Agreement with the Collateral Agent in order to establish Control of such Deposit Account. Such Grantor will promptly cause each bank or other financial institution in which it maintains other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Collateral Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and upon the Collateral Agent's written request after the occurrence and during the continuance of an Event of Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Collateral Agent, transferring dominion and control over each such other deposit to the Collateral Agent until such time as such Event of Default no longer exists. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs. Notwithstanding the foregoing, the provisions of this Section 4.7 shall not apply to any Deposit Account, other deposit or any other property that constitutes "Excluded Property", including, without limitation, the deposit accounts referred to in clause (d) of such definition.

4.8. Letter-of-Credit Rights. Such Grantor will, promptly following receipt of the Collateral Agent's written request, instruct each issuer of an outstanding letter of credit that is solely for the benefit of such Grantor to consent to the assignment of proceeds of such letter of credit in order to give the Collateral Agent Control of the letter-of-credit rights to such letter of credit solely for the purpose of perfection, priority and enforcement of its security interest therein, except to the extent the provisions in or with respect to such letter of credit prohibit or otherwise restrict such action.

4.9. Federal, State or Municipal Claims. Such Grantor will notify the Collateral Agent, as part of each compliance certificate provided to the Collateral Agent pursuant to the Credit Agreement, of any Collateral owned by such Grantor which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.10. Intellectual Property.

4.10.1 If any Grantor obtains rights to, including, but not limited to filing and acceptance of a statement of use or an amendment to allege use with the U.S. Patent and Trademark Office, or applies for or seeks registration of, any new patentable invention, Trademark or Copyright in addition to the Patents, Trademarks and Copyrights described in Part C of Exhibit "B", which in each case is not Excluded Property, then such Grantor shall give the Collateral Agent notice thereof, as part of each compliance certificate provided to the Collateral Agent pursuant to the Credit Agreement. Such Grantor agrees promptly upon request by the Collateral Agent to execute and deliver to the Collateral Agent any supplement to this Security Agreement or any other document reasonably necessary to evidence such security interest in a form appropriate for recording in the applicable federal office. Such Grantor also hereby authorizes the Collateral Agent to modify this Security Agreement unilaterally (i) by amending Part C of Exhibit "B" to include any future Patents, Trademarks and/or Copyrights of which the Collateral Agent receives notification from such Grantor pursuant to this Section 4.10.1 and (ii) by recording, in addition to and not in substitution for this Security Agreement, a duplicate original of this Security Agreement containing in Part C of Exhibit "B" a description of such future Patents, Trademarks and/or Copyrights.

4.10.2 As of the date hereof, this Security Agreement is in a form sufficient to create a valid and continuing Lien on each Grantor's Copyrights, Intellectual Property Licenses, Patents, Trademarks and Industrial Designs that are included in the Collateral described in Part C of

Exhibit "B", and, based thereon, upon timely filing of this Security Agreement (or a short-form supplemental document confirming the grant of a security interest in (and providing a detailed schedule of) the relevant Patents, Trademarks or Copyrights, as applicable) with the United States Copyright Office and or the United States Patent and Trademark Office, as applicable, and the filing of appropriate financing statements in the jurisdictions listed in Exhibit "E" hereto, all action necessary to protect and perfect the security interest in, to and on such Patents, Trademarks, Copyrights or Industrial Designs of each Grantor has been taken and such perfected security interest is enforceable as such as against any and all creditors of and purchasers from any Grantor.

4.11. Pledged Securities and Other Investment Property. If any Grantor obtains any Instruments, Securities or other Investment Property, which in each case is not Excluded Property, then such Grantor shall give the Collateral Agent notice thereof, as part of each compliance certificate provided to the Collateral Agent pursuant to the Credit Agreement. Such Grantor agrees promptly upon request by the Collateral Agent to execute and deliver to the Collateral Agent any supplement to this Security Agreement or any other document reasonably requested by the Collateral Agent to evidence such security interest. Such Grantor also hereby authorizes the Collateral Agent to modify this Security Agreement unilaterally by amending Exhibit "D" to include any future Instruments, Securities or other Investment Property of which the Collateral Agent receives notification from such Grantor pursuant to this Section 4.11.

4.12. Commercial Tort Claims. If any Grantor identifies the existence of a commercial tort claim belonging to such Grantor that has arisen in the course of such Grantor's business in addition to the commercial tort claims described in Exhibit "F", which, in each case is neither Excluded Property nor of a value less than $1,000,000, then such Grantor shall give the Collateral Agent notice thereof, as part of each compliance certificate provided to the Collateral Agent pursuant to the Credit Agreement. Each Grantor agrees promptly upon request by the Collateral Agent to execute and deliver to the Collateral Agent any supplement to this Security Agreement or any other document reasonably requested by the Collateral Agent to evidence the grant of a security interest in such commercial tort claim in favor of the Collateral Agent.

4.13. Certain Foreign Pledges. No Grantor shall pledge any equity interests of Roadway Express, S.A. de C.V. for so long as Roadway Express, S.A. de C.V. is a First-Tier Foreign Subsidiary to any party other than to the Collateral Agent pursuant to this Security Agreement (or another Collateral Document) or to the Convertible Note Representative. If at any time after the date hereof Roadway Express, S.A. de C.V. has assets in excess of $500,000 the relevant Grantor(s) shall take all necessary action to pledge the equity interests in such entity which are owned by such Grantor(s) in accordance with the terms of Section 5.10 of the Credit Agreement.

4.14. Updating of Exhibits to Security Agreement.

4.14.1 The Borrower will provide to the Collateral Agent, on the 45th day (or the next succeeding Business Day if such day is not a Business Day) following the end of each of the Borrower's second and fourth fiscal quarters of the Borrower's fiscal year, updated versions of Exhibits "A", "B", "C", "D", "F", "G" and "H".

4.14.2 In all cases set forth in this Section, if there have been no changes to any such Exhibits since the previous updating thereof required hereby, the Borrower shall indicate that there has been "no change" to the applicable Exhibit(s).

4.15. Notices. The Borrower shall deliver to the Collateral Agent promptly, (and in any event within 10 Business Days) after a Financial Officer becomes aware of the occurrence thereof, written notice of any event of default or any event which with the giving of notice or lapse of time, or both, would become an event of default under the Convertible Note Documents, the Pension Fund Documents or the ABL Documents.

4.16. Further Actions and Agreements. Each Grantor will, at its own expense and subject to the provisions of the Intercreditor Agreement, promptly make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to its Receivables, Equipment, Contracts, Instruments, Deposit Accounts, Investment Property, Chattel Paper, and other property or rights covered by the security interest hereby granted, as may be required and as the Collateral Agreement may reasonably request to perfect, preserve and protect its security interest in the Collateral.

ARTICLE V

EVENTS OF DEFAULT

5.1. Defaults and Events of Default. (a) The occurrence of a “Default” under the Credit Agreement shall constitute a Default under this Security Agreement. (b) The occurrence of an “Event of Default” under the Credit Agreement shall constitute an Event of Default under this Security Agreement.

5.2. Acceleration and Remedies. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may, and at the direction of the Required Lenders shall, exercise any or all of the following rights and remedies:

5.2.1 Those rights and remedies provided in this Security Agreement, the Credit Agreement and/or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Collateral Agent prior to a Default.

5.2.2 Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank’s right of setoff or bankers’ lien) when a debtor is in default under a security agreement.

5.2.3 Without notice except as specifically provided in Section 8.1 hereof or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery without assumption of any credit risk, and, in each case, upon such other commercially reasonable terms.

The Collateral Agent, on behalf of the Holders of Secured Obligations, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, and such compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain outstanding, due and payable matured Swap Obligations owing to one or more Lenders or their respective Affiliates, then such Lenders and Affiliates may, if the Collateral Agent then no longer intends to remain in such capacity, designate for their collective benefit a single Person to act as replacement collateral agent for them, and such collateral agent may, until the termination of this Security Agreement, exercise the remedies provided in this Section 5.2 for any event which would allow or require the termination or acceleration of any outstanding Swap Obligations or Banking Services Obligations.

5.3. Grantors' Obligations Upon Default. Upon the request of the Collateral Agent after the occurrence and during the continuance of an Event of Default, each Grantor will, subject to the provisions of the Intercreditor Agreement:

5.3.1 Assembly of Collateral. Assemble and make available to the Collateral Agent the Collateral and all records relating thereto at any place or places reasonably specified by the Collateral Agent.

5.3.2 Secured Party Access. Permit the Collateral Agent, by the Collateral Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. The Collateral Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, each Grantor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of an Event of Default, such Grantor's rights under all licenses and all franchise agreements shall inure to the Collateral Agent's benefit. In addition, subject to the Intercreditor Agreement, each Grantor hereby irrevocably agrees that the Collateral Agent may, following the occurrence and during the continuance of an Event of Default, sell any of such Grantor's Inventory that is included in the Collateral directly to any Person, including without limitation Persons who have previously purchased such Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Collateral Agent's rights under this Security Agreement, may sell such Inventory which bears any trademark owned by or licensed to such Grantor and any Inventory that is covered by any copyright owned by or licensed to such Grantor and the Collateral Agent may (but shall have no obligation to) finish any work in process and affix any trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Collateral Agent to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver or cancellation of any Default or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent and each Grantor, provided that the addition of any Subsidiary as a Grantor hereunder by execution of a Security Agreement Supplement in the form of Annex I (with such modifications as shall be acceptable to the Collateral Agent) shall not require receipt of any consent from or execution of any documentation by any other Grantor party hereto. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Collateral Agent until this Security Agreement is terminated as provided herein or in the Credit Agreement.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Subject to the Intercreditor Agreement, upon written request of the Collateral Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Collateral Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Collateral Agent and in any event which shall be effective only during the continuance of such Event of Default, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox will be located of the Lien of the Collateral Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Collateral Agent upon the Collateral Agent's written statement that an Event of Default has occurred and is then in existence.

7.2. Collection of Receivables. Subject to the Intercreditor Agreement, the Collateral Agent may at any time during the continuance of an Event of Default, by giving each Grantor written notice, elect to require that the Receivables that are included in the Collateral and owned by such Grantor be paid directly to the Collateral Agent during the pendency of such Event of Default. In such event, subject to the Intercreditor Agreement, each Grantor shall, and shall permit the Collateral Agent to, promptly notify the account debtors or obligors under such Receivables of the Collateral Agent's interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under such Receivables directly to the Collateral Agent during the pendency of such Event of Default. Upon receipt of any such written notice from the Collateral Agent, and thereafter, so long as such Event of Default shall be continuing, each Grantor shall thereafter, subject to the Intercreditor Agreement, hold in trust for the Collateral Agent, all amounts and proceeds received by it with respect to such Receivables that is included in the Collateral and owned by such Grantor and immediately and at all times thereafter deliver to the Collateral Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. Subject to the Intercreditor Agreement, the Collateral Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4 hereof.

7.3. Special Collateral Account. Subject to the Intercreditor Agreement, during the continuance of an Event of Default, the Collateral Agent may require all cash proceeds of the Collateral to be deposited in a special interest bearing cash collateral account with the Collateral Agent and held there as security for the Secured Obligations until such Event of Default has been cured or waived, or otherwise no longer is in effect. During such periods, no Grantor shall have any control whatsoever over such cash collateral account. When no Event of Default is continuing and if cash proceeds have previously been deposited in any cash collateral account, the Collateral Agent shall deposit the collected balances held in such cash collateral account into the applicable Grantor's general operating account with the Collateral Agent or as designated by the Borrower. Subject to the Intercreditor Agreement, if any Event of Default has occurred and is continuing, the Collateral Agent may, from time to time, apply the collected balances in such cash collateral account to the payment of the applicable Secured Obligations whether or not such Secured Obligations shall then be due.

7.4. Application of Proceeds. Subject to the Intercreditor Agreement, notwithstanding any other provision contained or referred to herein to the contrary, the proceeds of the Collateral shall be applied by the Collateral Agent to payment of the Secured Obligations as provided under Section 2.19(f) of the Credit Agreement.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral; Condition of Collateral. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Borrower, addressed as set forth in Article IX, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. The Collateral Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Collateral Agent or any other Holder of Secured Obligations arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Collateral Agent or such other Holder of Secured Obligations as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Collateral Agent or any other Holder of Secured Obligations, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Compromises and Collection of Collateral. Each Grantor and the Collateral Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables that are included in the Collateral and owned by such Grantor, that certain of such Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating such disputed Receivables may exceed the amount that reasonably may be expected to be recovered with respect to such Receivables. In view of the foregoing, each Grantor agrees, subject to the Intercreditor Agreement, that the Collateral Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any such Receivable, accept any amount in full payment of any such Receivable such amount as the Collateral Agent in its sole discretion shall determine or abandon any such Receivable, and any such action by the Collateral Agent shall be commercially reasonable so long as the Collateral Agent acts in good faith based on information known to it at the time it takes any such action.

8.3. Collateral Agent Performance of Grantor’s Obligations. Without having any obligation to do so, the Collateral Agent may, during the pendency of an Event of Default, or if no Event of Default therein exists, upon prior approval by such applicable Grantor or the Borrower, perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement, and such Grantor shall reimburse the Collateral Agent for (a) any reasonable amounts paid by the Collateral Agent pursuant to this Section 8.3 and, (b) without duplication, all past due taxes, assessments, charges, fees or Liens on the Collateral except for Liens that are permitted hereunder or any other Loan Document. Each Grantor’s obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand, and the authorization to the Collateral Agent to pay any of the same shall not release such Grantor of its obligations under this Security Agreement or under the Credit Agreement.

8.4. Authorization for Collateral Agent to Take Certain Action. Each Grantor irrevocably authorizes the Collateral Agent (a) at any time and from time to time in the sole discretion of the

Collateral Agent and appoints the Collateral Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (ii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as may be necessary to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, and (iii) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral owned by such Grantor and which are Securities or with financial intermediaries holding other Investment Property that is included in the Collateral as may be necessary or advisable to give the Collateral Agent Control over such Securities or other Investment Property included in the Collateral which are owned by such Grantor, (b) after the occurrence and during the continuance of an Event of Default, (i) to enforce payment of the Instruments, Accounts and Receivables included in the Collateral and owned by such Grantor in the name of the Collateral Agent or such Grantor and (ii) to sign any document which may be required by the relevant governmental agency of any State in order to effect an absolute assignment of all right, title and interest in each Tractor Trailer, and register the same and upon request by Collateral Agent and each Grantor agrees to execute and deliver any further power of attorney in respect thereof, and (c) from time to time during the continuance of an Event of Default in the sole discretion of the Collateral Agent, (i) to apply the proceeds of any Collateral received by the Collateral Agent to the Secured Obligations as provided in Article VII and (ii) to indorse and collect any cash proceeds of the Collateral.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Section 5.3 or in Article VII hereof will cause irreparable injury to the Collateral Agent and the Holders of Secured Obligations, that the Collateral Agent and the Holders of Secured Obligations have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Collateral Agent or the Holders of Secured Obligations to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6. Use and Possession of Certain Premises. Upon the occurrence and during the continuance of an Event of Default, each Grantor permits the Collateral Agent to, subject to the Intercreditor Agreement, occupy and use any premises owned or leased by the Grantors where any of the Collateral or any records relating to the Collateral are located for a reasonable period and only to the extent necessary (a) to cause the Secured Obligations to be paid or (b) to remove the Collateral therefrom, whichever shall first occur, without any obligation to pay any Grantor for such use or occupancy.

8.7. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 hereof and notwithstanding any course of dealing between any Grantor and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5 hereof) shall be binding upon the Collateral Agent unless such authorization is in writing signed by the Collateral Agent.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Collateral Agent and the Holders of Secured Obligations and their respective successors and permitted assigns (including all persons who become bound as a debtor to this Security Agreement), except that the Grantors shall not have the right to assign their rights or delegate their obligations under this Security Agreement or any interest herein, without the prior written consent of the Collateral Agent.

8.9. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes payable or ruled payable by a Federal or State authority in respect of this Security Agreement, other than Excluded Taxes, shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall pay (i) all reasonable out-of-pocket expenses incurred by the Collateral Agent and its Affiliates, including the reasonable fees, charges and disbursements of its agents, professional advisors and a single counsel, and one additional local counsel in each applicable jurisdiction, for the Administrative Agent and its Affiliates, in connection with this Agreement, including the preparation, execution, delivery, performance and administration of this Security Agreement or any amendments, modifications or waivers of the provisions hereof and (ii) all out-of-pocket expenses incurred by the Collateral Agent, including the fees, charges and disbursements of its agents, professional advisors and a single counsel, and one additional local counsel in each applicable jurisdiction, for the Collateral Agent and the Holders of Secured Obligations (and, solely in the event of a conflict of interest, one additional counsel to the Holders of Secured Obligations, taken as a whole), in connection with the collection, enforcement or protection of its rights in connection with this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors. All amounts due under this Section shall be payable not later than ten (10) days after written demand therefor (together with documentation reasonably supporting such request).

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the occurrence of the events specified in clause (i) of Section 9.15(b) of the Credit Agreement or the events specified in clause (iv) of Section 9.15(b) of the Credit Agreement, whichever shall first occur (the "Termination Event").

8.13. Entire Agreement. This Security Agreement, Security and Collateral Agency Agreement, the Credit Agreement and the Intercreditor Agreement collectively embody the entire agreement and understanding between the Grantors and the Collateral Agent relating to the Collateral and supersedes all prior agreements and understandings among the Grantors and the Collateral Agent relating to the Collateral.

8.14. Governing Law; Jurisdiction; Waiver of Jury Trial.

8.14.1 THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

8.14.2 Each party to this Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard

and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be binding (subject to appeal as provided by applicable law) and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Security Agreement shall affect any right that the Collateral Agent may otherwise have to bring any action or proceeding relating to this Security Agreement against any Grantor or its properties in the courts of any jurisdiction.

8.14.3 Each party to this Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement or any other Loan Document in any court referred to in Section 8.14.2. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

8.14.4 Each party to this Security Agreement irrevocably consents to service of process in the manner provided for notices in Article IX of this Security Agreement, and each of the Grantors hereby appoints the Borrower as its agent for service of process. Nothing in this Security Agreement or any other Loan Document will affect the right of any party to this Security Agreement to serve process in any other manner permitted by law.

8.14.5 **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

8.15. Indemnity. Each Grantor hereby agrees, jointly with the other Grantors and severally, to indemnify the Collateral Agent, the Holders of Secured Obligations, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, imposed on, incurred by or asserted against any Indemnitee arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by any Indemnitee or any Grantor, and any claim for patent, trademark or copyright infringement); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are 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, or breach of the Loan Documents by, such Indemnitee (or any of its Related Parties) or to the extent that such losses, claims, damages, liabilities or related expenses result from any disputes solely among the Indemnitees and not involving the Borrower or any of its Subsidiaries.

8.16. Limitation on Collateral Agent's and other Holders of Secured Obligations' Duty with Respect to the Collateral. Subject to any applicable laws, the Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. Neither the Collateral Agent, any Holder of Secured Obligations nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent and the Holders of Secured Obligations hereunder are solely to protect the Collateral Agent and the Holders of Secured Obligations' interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Holders of Secured Obligation to exercise any such powers. The Collateral Agent and the Holders of Secured Obligations shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. Neither the Collateral Agent nor any other Holder of Secured Obligations shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent or such other Holder of Secured Obligations, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Collateral Agent (i) to fail to incur expenses deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against account debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against account debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.16 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would be commercially reasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely

on account of not being indicated in this Section 8.16. Without limitation upon the foregoing, nothing contained in this Section 8.16 shall be construed to grant any rights to any Grantor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.16. Notwithstanding anything herein to the contrary, in no event shall the Collateral Agent be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens on any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes bad faith, gross negligence or willful misconduct on the part of the Collateral Agent as determined by a final, non-appealable judgment of a court of competent jurisdiction, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the sufficiency of the form or substance of this Security Agreement, for the validity of the title of any Grantor to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

8.17. Severability. Any provision in this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.18. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.19. Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

8.20. Intercreditor Agreement. **Notwithstanding any other provisions herein, the rights, powers, privileges, remedies and obligations of Collateral Agent hereunder shall be subject to the terms and conditions of the Intercreditor Agreement.** This Section 8.20 is solely for the benefit of the Convertible Note Representative and the ABL Representative under the Intercreditor Agreement and does not give any rights, powers, privileges, remedies or obligations of any kind whatsoever to any of the Grantors. In the event there is any conflict between the Intercreditor Agreement on the one hand and this Security Agreement or any other Loan Document (other than the Intercreditor Agreement) on the other hand regarding the rights, remedies, privileges, protections and immunities of the Collateral Agent, the Intercreditor Agreement shall control.

ARTICLE IX

NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) as follows: (i) if to the Collateral Agent, in the manner set forth in Section 9.01 of the Credit Agreement and at the address set forth below its signature hereto; and (ii) if to any Person now or hereafter a Grantor or a Lender, in the manner and to the respective addresses set forth in Section 9.01 of the Credit Agreement for the Borrower or a Lender, respectively. Any notice delivered to the Borrower shall be deemed to have been delivered to all of the Grantors, and any notice to holder of Swap Obligations or Banking Services Obligations shall be deemed to have been delivered to such holder if delivered to the Lender that is such holder or to the Lender whose Affiliate is such holder.

9.2. Change in Address for Notices. Each of the Grantors and the Collateral Agent may change the address for service of notice upon it by a notice in writing to the other parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Initial Grantors and the Collateral Agent has executed this Security Agreement as of the date first above written.

YRC WORLDWIDE INC., as a Grantor

By: ______________________________
Name:
Title:

[OTHER GRANTORS TO COME]

By: ______________________________
Name:
Title:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: ____________________________________
Name:
Title:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 23rd Floor
New York, New York, 10179
Attention: Bruce Borden
Fax: (212) 622-4556

Acknowledged and Agreed:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: ____________________________________
Name:
Title:

(EXHIBIT “A”
(See Sections 3.3, 3.4, 3.5 and 4.1.7 of Security Agreement)

Prior names, jurisdiction of formation, place of business (if Grantor has only one place of business), chief executive office (if Grantor has more than one place of business), mergers and mailing address:

____

____

____

____

Attention: __________________________

Locations of Real Property, Inventory, Equipment and Fixtures:

A. Owned Locations of Inventory, Equipment and Fixtures of the Grantors:

B. Leased Locations of Inventory, Equipment and Fixtures of by the Grantors (Include Landlord’s Name):

C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of warehouse operator or other bailee or consignee of Inventory and Equipment of the Grantors):

D. Real Property Owned and Leased (include description and location)

EXHIBIT “B”
(See Sections 3.8 and 3.12 of Security Agreement)

A. Vehicles subject to certificates of title:

Description	Title Number and State Where Issued

B. Aircraft/engines, ships, vessels, railcars and other vehicles and similar equipment governed by federal statute:

Description	Registration Number

C. Patents, copyrights, trademarks protected under federal law* and industrial designs:

D. Other property

* For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

EXHIBIT “C”
(See Section 3.8 of Security Agreement)

Legal description, county and street address of property on which
Fixtures are located:

Name and Address of Record Owner:

____

____

____

____

EXHIBIT “D”

List of Pledged Securities
(See Section 3.11 of Security Agreement)

A. STOCKS:

Issuer	Certificate Number	Number of Shares

B. BONDS:

Issuer	Number	Face Amount	Coupon Rate	Maturity

C. GOVERNMENT SECURITIES:

Issuer	Number	Type	Face Amount	Coupon Rate	Maturity

D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED):

Issuer	Description of Collateral	Percentage Ownership Interest

EXHIBIT “E”
(See Sections 3.1 and 4.10.2 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN/WILL BE FILED

EXHIBIT “F”
(See Definition of “Commercial Tort Claims”)

COMMERCIAL TORT CLAIMS

[Describe parties, case number (if applicable), nature of dispute]

EXHIBIT “G”
(See Section 3.10 of Security Agreement”)

FEDERAL EMPLOYER IDENTIFICATION NUMBER;
STATE ORGANIZATION NUMBER; JURISDICTION OF INCORPORATION

GRANTOR[1]	Federal Employer Identification Number	Type of Organization	State of Organization or Incorporation	State Organization Number
YRC Worldwide Inc.	[ ]	Corporation	Delaware	[ ]
[Other Grantors to Come]	[ ]	[ ]	[ ]	[ ]

[1] Company to confirm.

EXHIBIT "H"
(See Section 3.14 of Security Agreement)

DEPOSIT ACCOUNTS

Name of Grantor	Name of Institution	Account Number	Balance

SECURITIES ACCOUNTS

Name of Grantor	Name of Institution	Account Number	Balance

ANNEX I

to

AMENDED AND RESTATED

PLEDGE AND SECURITY AGREEMENT

Reference is hereby made to the Amended and Restated Pledge and Security Agreement (as amended, restated, amended and restated, supplemented, renewed, replaced, extended, restructured or otherwise modified from time to time, the "Agreement"), dated as of July 22, 2011, made by each of YRC Worldwide Inc., a Delaware corporation (the "Borrower"), and the Subsidiaries of the Borrower listed on the signature pages thereto (together with the Borrower, the "Initial Grantors", and together with any additional Subsidiaries, including the undersigned, which become parties thereto by executing a Supplement in substantially the form hereof, the "Grantors"), in favor of the Collateral Agent. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Agreement.

By its execution below, the undersigned, [NAME OF NEW GRANTOR], a [ ] [corporation/limited liability company/limited partnership] (the "New Grantor"), agrees to become, and does hereby become, a Grantor under the Agreement and agrees to be bound by the Agreement as if originally a party thereto. The New Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Holders of Secured Obligations, a security interest in all of the New Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Collateral to secure the prompt and complete payment and performance when due of the Secured Obligations. For the avoidance of doubt, the grant of a security interest herein shall not be deemed to be an assignment of intellectual property rights owned by the New Grantor.

By its execution below, the New Grantor represents and warrants as to itself that, as of the date hereof, all of the representations and warranties contained in the Agreement are true and correct in all material respects, that the supplements to the Exhibits to the Agreement attached hereto are true and correct in all material respects, and that such supplements set forth all information required to be scheduled by it under the Agreement. New Grantor agrees to take all steps necessary and required under the Agreement to perfect, in favor of the Collateral Agent, a first-priority security interest in and Lien against the New Grantor's Collateral (which for the avoidance of doubt shall not include Excluded Property).

IN WITNESS WHEREOF, the New Grantor has executed and delivered this Annex I counterpart to the Agreement as of this day of , .

[NAME OF NEW GRANTOR]

By: ____________________
Title: ____________________

Exhibit 10.13

EXECUTION VERSION

"The lien created by this Security Agreement on the property described herein is junior and subordinate to the lien on such property created by any security agreement or similar instrument now or hereafter granted to JPMorgan Chase Bank, National Association, as Collateral Agent or as Administrative Agent (as applicable), and its successors and assigns in such property, in accordance with the provisions of the Amended and Restated Intercreditor Agreement dated as of July 22, 2011 among JPMorgan Chase Bank, National Association, as Administrative Agent, Wilmington Trust Company, as Pension Fund Representative, U.S. Bank National Association, as Convertible Note Representative (not individually, but solely in such capacity), JPMorgan Chase Bank, N.A., as Administrative Agent under the ABL Credit Agreement, and YRC Worldwide Inc., and the other parties referred to therein, as amended, restated, supplemented or otherwise modified from time to time."

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Security Agreement") is entered into as of July 22, 2011 by and among YRC Worldwide Inc., a Delaware corporation (the "Company"), the Subsidiaries of the Company listed on the signature pages hereto (together with the Company, the "Initial Grantors," and together with any additional Subsidiaries, whether now existing or hereafter acquired or formed, which become parties to this Security Agreement by executing a Security Agreement Supplement hereto in substantially the form of Annex I, the "Grantors"), and U.S. Bank National Association, as Collateral Trustee (together with its successors and permitted assignees, in such capacity, the "Collateral Trustee") under the Collateral Trust Agreement, dated as of July 22, 2011, among the Initial Grantors, the Primary Holder Representatives (as defined therein) and the Collateral Trustee (as amended, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), for the benefit of the Secured Parties (as defined therein).

PRELIMINARY STATEMENT

WHEREAS, pursuant to the Indenture dated as of the date hereof among the Company, the Collateral Trustee and U.S. Bank National Association, as trustee (as amended, restated, supplemented, renewed, extended, replaced, or otherwise modified from time to time, the "Restructuring Note Indenture"), the Company has issued its Series A Convertible Senior Secured Notes (collectively, the "Restructuring Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Indenture dated as of the date hereof among the Company, the Collateral Trustee and U.S. Bank National Association, as trustee (as amended, restated, supplemented, renewed, extended, replaced, or otherwise modified from time to time, the "New Money Note Indenture"), the Company has issued its Series B Convertible Senior Secured Notes (collectively, the "New Money Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors, other than the Company, have guaranteed the Secured Obligations pursuant to the Restructuring Note Indenture and the New Money Note Indenture (collectively, the "Indentures");

WHEREAS, the Company, the lenders party thereto and the administrative agent have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented, renewed, replaced, replaced, extended, restructured or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, each Grantor has agreed to grant a security interest in all or substantially all of its personal property and to pledge its capital stock, membership interests or partnership interests in certain of its Subsidiaries to the Collateral Trustee, for the benefit of the Secured Parties, as security for the Secured Obligations;

WHEREAS, the Company and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the issuance of the Restructuring Notes and the New Money Notes; and

WHEREAS, it is a condition precedent to the obligation of the Secured Parties to enter the Secured Instruments to which they are parties that the Grantors shall have executed and delivered this Security Agreement to the Collateral Trustee for the benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises herein and to induce the Secured Parties to enter into the Secured Instruments, each Grantor hereby agrees with the Collateral Trustee, for the benefit of the Secured Parties, as follows:

ARTICLE I
DEFINITIONS

1.1. Terms Defined in the Collateral Trust Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Collateral Trust Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC (as defined in the Indentures) which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"ABL Borrower" shall have the meaning set forth in the Indentures.

"ABL Credit Agreement" shall have the meaning set forth in the Indentures.

"ABL Documents" shall have the meaning set forth in the Indentures.

"ABL Receivables Assets" means all accounts receivable (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance) (whether now existing or arising in the future) of YRC, Inc., USF Reddaway Inc. and USF Holland Inc., certain of the Company's Subsidiaries, which are transferred and sold to the ABL Borrower pursuant to the ABL Documents and any Related Qualified Receivables Financing Assets which are also so transferred and sold to the ABL Borrower and all proceeds thereof.

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Bank Group Documents" has the meaning given such term in the Intercreditor Agreement. All references herein to the provisions of the Bank Group Documents for purposes of the application of such relevant provisions herein shall continue to be applied whether or not such Bank Group Documents remain in existence.

“Bank Group Representative” has the meaning given such term in the Intercreditor Agreement.

“Chattel Paper” shall have the meaning set forth in Article 9 of the UCC.

“Collateral” means all Accounts, Chattel Paper, Commercial Tort Claims, Copyrights, Deposit Accounts, Documents, Equipment (including, without limitation, all Tractor Trailers), Farm Products, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, letters of credit, Letter-of-Credit Rights, Licenses, Patents, Pledged Deposits, Receivables, Supporting Obligations, Trademarks and Other Collateral, wherever located, in which any Grantor now has or hereafter acquires any right or interest, and the proceeds (including Stock Rights), insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto; provided, that, Collateral shall exclude Identified Collateral until the Bank Group Representative determines that its collateral shall include all or any portion of the Identified Collateral and provides written notice thereof to the Company (with a copy of each such written notice to be concurrently provided to the Collateral Trustee by the Bank Group Representative) and upon delivery of each such notice to the Company by the Bank Group Representative the applicable Identified Collateral shall be, and shall be deemed to be, Collateral for all purposes; provided further that the foregoing Collateral shall exclude the Excluded Property; and provided further, that Collateral shall exclude, solely for purposes of this Security Agreement, the Limited States Vehicle Collateral (as defined in the Security and Collateral Agency Agreement), such security interest in the Limited States Vehicle Collateral being granted as of the date hereof to JPMorgan Chase Bank, National Association, as collateral agent for the Bank Group, Secured Parties (as defined in the Intercreditor Agreement) and the Secured Parties, under the Security and Collateral Agency Agreement.

“Collateralized LC Facility Accounts” means those certain deposit accounts and securities accounts, including all cash, Permitted Investments (as defined in the New Money Note Indenture) and investment property contained therein and other proceeds of the foregoing, in respect of which the Company or any of its Subsidiaries has granted a Lien to secure indebtedness permitted under Section 4.11(b)(i)(C) of the New Money Note Indenture to the extent permitted by clause (28) of the definition of Permitted Liens in the New Money Note Indenture.

“Commercial Tort Claims” means commercial tort claims, as defined in the UCC of any Grantor, including each commercial tort claim specifically described in Exhibit “F”; provided, that, notwithstanding the foregoing, Commercial Tort Claims shall exclude the Excluded Property.

“Control” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Copyrights” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all extensions of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Default” means an event described in Section 5.1(a) hereof.

“Deposit Account” has the meaning set forth in Article 9 of the UCC.

"Deposit Account Control Agreement" means an agreement among any Grantor, a banking institution holding such Grantor's funds, the Collateral Trustee and the Bank Group Representative, if any, and to the extent applicable, with respect to collection and Control of all deposits and balances held in all deposit accounts maintained by such Grantor with such banking institution (other than deposit accounts constituting Excluded Property).

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Escrow Accounts" shall mean those accounts contemplated (and as defined) in the ABL Credit Agreement in effect as of the date hereof.

"Event of Default" means an event described in Section 5.1(b) hereof.

"Excluded Property" means (a) (i) any property to the extent any grant of a security interest therein (A) is prohibited by applicable law or governmental authority or (B) is prohibited by or constitutes a breach or default under or results in the termination of, or requires any consent not obtained under any applicable shareholder or similar agreement or (ii) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if, and only for so long as, the grant of a security interest shall constitute or result in a breach, termination or default under any such lease, license, contract, property right or agreement, other than in the case of each of clause (i) and (ii), to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-408 of the UCC of any relevant jurisdiction, provided, however, that any portion of any such property, lease, license, contract, property right or agreement shall cease to constitute Excluded Property at the time and to the extent that the grant of a security interest therein does not result in any of the consequences specified above, (b) any motor vehicle (other than Tractor Trailers, Rolling Stock and equipment) consisting of a personal employee or light vehicle having an individual fair market value not in excess of $40,000 and the perfection of a security interest in which is excluded from the UCC in the relevant jurisdiction; provided, that, this clause (b) shall only exclude such vehicles having an aggregate fair market value of not more than $1,000,000, (c) deposit accounts for the sole purpose of funding payroll obligations, tax obligations or holding funds owned by Persons other than the Grantors, each Escrow Account (until the related Escrow Agreement has been terminated) and the Collateralized LC Facility Accounts, (d) intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under Federal law, (e) any leasehold interest of the Company or any Subsidiary, (f) any Equity Interests and other securities of a Subsidiary to the extent that the pledge of such Equity Interests and other securities results in the Company being required to file separate financial statements of such Subsidiary with the SEC pursuant to Rule 3-16 of Regulation S-X under the Securities Act, but only to the extent necessary to not be subject to such requirement, and (g) Qualified Receivables Financing Assets; provided that the Qualified Receivables Financing Assets shall immediately cease to be Excluded Property (a) should the transfer and sale of such Qualified Receivables Financing Assets to the Receivables Subsidiary (as defined in the New Money Note Indenture) be deemed a loan as opposed to a sale or (b) upon the Company entering into an Asset Backed Credit Facility; provided, however, that Excluded Property will not include any proceeds, substitutions or replacements of any Excluded Property referred to above (unless such proceeds, substitutions or replacements would constitute Excluded Property).

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced, and each reference herein to an Exhibit, as it relates to a Grantor, shall mean, as of the relevant date of reference, the portion of such Exhibit or, after the date hereof, modifications thereto, as the case may be, as shall be set forth in the relevant and current information relating to such Grantor as

such information is provided by such Grantor or the Company to the Collateral Trustee, (a) upon such Grantor becoming a party hereto, and (b) following changes, additions and other revisions thereto to the extent required and within such time period as required pursuant to the terms hereof.

"Farm Products" shall have the meaning set forth in Article 9 of the UCC.

"First Tier Foreign Subsidiary" means each Foreign Subsidiary with respect to which any one or more of the Company and its Domestic Subsidiaries directly owns or controls more than 50% of such Foreign Subsidiary's issued and outstanding Equity Interests.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC and, in any event, includes payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill (including the goodwill associated with any Trademark), Patents, Trademarks, Copyrights, URLs and domain names, Industrial Designs, other industrial or Intellectual Property or rights therein or applications therefor, whether under license or otherwise, programs, programming materials, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, Goods, Investment Property, Documents, Instruments, Letter-of-Credit Rights, letters of credit, and oil, gas, or other minerals before extraction.

"Goods" shall have the meaning set forth in Article 9 of the UCC.

"Identified Collateral" means any issued and outstanding Equity Interests of any Foreign Subsidiary (other than up to 65% of the issued and outstanding Equity Interests of any First Tier Foreign Subsidiary) to the extent directly owned by a Grantor.

"Industrial Designs" means (a) registered industrial designs and industrial design applications, and also includes registered industrial designs and industrial design applications listed in Exhibit "B", (b) all renewals, divisions and any industrial design registrations issuing thereon and any and all foreign applications corresponding thereto, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all of each Grantor's rights corresponding thereto throughout the world; provided, that, notwithstanding the foregoing, Industrial Designs shall exclude the Excluded Property.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Intellectual Property" means all Patents, Trademarks and Copyrights and any other intellectual property.

"Intercreditor Agreement" shall mean the Amended and Restated Intercreditor Agreement, dated as of July 22, 2011, as amended, restated, supplemented, renewed, extended, replaced, or otherwise modified from time to time, among the Bank Group Representative, the Pension Fund Representative (as defined therein), the Collateral Trustee and others.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Letter-of-Credit Rights” shall have the meaning set forth in Article 9 of the UCC.

“Licenses” means, with respect to any Person, all of such Person’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Material Adverse Effect” means (a) a material adverse effect on (i) the business, assets, operations or condition, financial or otherwise of the Company and the Subsidiaries taken as a whole, (ii) the ability of the Company to perform any of its obligations under the Secured Instruments or (iii) the rights of or benefits available to the Secured Parties under the Secured Instruments or (b) a material impairment of a material portion of the Collateral or of any Lien on any material portion of the Collateral in favor of or for the benefit of the Collateral Trustee or the priority of such Liens.

“Notice of Acceleration” shall have the meaning given to that term in the Collateral Trust Agreement.

“Other Collateral” means any property of the Grantors, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Copyrights, Deposit Accounts, Documents, Equipment, Fixtures, Farm Products, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Licenses, Patents, Pledged Deposits, Receivables, Supporting Obligations and Trademarks, including, without limitation, all cash on hand, letters of credit, Stock Rights or any other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Other Collateral (and the Collateral) include all real and personal property of the Grantors; provided, that, notwithstanding the foregoing, Other Collateral shall exclude the Excluded Property.

“Patents” means, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“Pension Fund Documents” has the meaning given such term in the Intercreditor Agreement.

“Pledged Deposits” means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which a Grantor may from time to time designate as pledged to the Collateral Trustee or to any holder of Secured Obligations as security for any Secured Obligations, and all rights to receive interest on said deposits; provided, that, notwithstanding the foregoing, Pledged Deposits shall exclude the Excluded Property.

“Qualified Receivables Financing Assets” means all accounts receivable (including, without limitation, all rights to payment created by or arising from sales of goods, leases of goods or the rendition of services rendered no matter how evidenced whether or not earned by performance) (whether now existing or arising in the future) of the Company or any of its Subsidiaries which are transferred and sold

to a Receivables Subsidiary (as defined in the New Money Note Indenture) in connection with a Qualified Receivables Financing (as defined in the New Money Note Indenture). The ABL Receivables Assets securing the receivables facility evidenced by the ABL Credit Agreement as in effect on the date hereof shall be deemed to be Qualified Receivables Financing Assets.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Related Qualified Receivables Financing Assets" means any other assets that are customarily transferred and sold in connection with asset securitization transactions involving receivables similar to those described in the definition of Qualified Receivables Financing Assets and any collections or proceeds of any of the foregoing. The assets subject to the receivables facility evidenced by the ABL Credit Agreement constitute Related Qualified Receivables Financing Assets.

"Rolling Stock" means any railroad car, locomotive, stacktrain or other rolling stock, or accessories used on such railroad cars, locomotives or other rolling stock (including superstructures and racks); provided that, Rolling Stock shall exclude Tractor Trailers.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Security" shall have the meaning set forth in Article 8 of the UCC.

"Securities Account" has the meaning set forth in Article 8 of the UCC.

"Securities Account Control Agreement" means an agreement among any Grantor, a securities intermediary with which any Grantor maintains a Securities Account, the Collateral Trustee and the Bank Group Representative, if any, with respect to collection and Control of all assets held in such Securities Account maintained by such Grantor with such securities intermediary.

"Stock Rights" means any securities, dividends, instruments or other distributions and any other right or property which any Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which any Grantor now has or hereafter acquires any right, issued by an issuer of such securities; provided, that, notwithstanding the foregoing, Stock Rights shall exclude the Excluded Property.

"Supporting Obligation" shall have the meaning set forth in Article 9 of the UCC.

"Tractor Trailers" shall mean any vehicle, truck, tractor, trailer, tank trailer or other trailer, or similar vehicle or trailer.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"Vehicle Title Custodial Agreement" has the meaning given such term in the Indentures.

Unless the context otherwise requires (a) words in the singular include the plural, and words in the plural include the singular, (b) "or" is not exclusive, (c) "including" means including, without limitation, and (d) the words "herein," "hereof" and "hereunder" refer to this Security Agreement as a whole and not to any particular article or section hereof. Any reference to any party to a Secured Instrument shall include, to the extent permitted under the applicable Secured Instrument, such party's successors and assigns.

ARTICLE II

GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, collaterally assigns and grants to the Collateral Trustee, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Collateral to secure the prompt and complete payment and performance when due of the Secured Obligations. For the avoidance of doubt, the grant of a security interest herein shall not be deemed to be an assignment of intellectual property rights owned by the Grantors.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each of the Initial Grantors represents and warrants to the Collateral Trustee, and each Grantor that becomes a party to this Security Agreement pursuant to the execution of a Security Agreement Supplement in substantially the form of Annex I (a "Security Agreement Supplement") represents and warrants (after giving effect to supplements to each of the Exhibits hereto with respect to such subsequent Grantor as attached to such Security Agreement Supplement and as otherwise necessitated or required), that, with respect to such Grantor:

3.1. Title, Authorization, Validity and Enforceability. Such Grantor has good and valid title to or rights in or the power to transfer the Collateral material to its business with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6 hereof, and has the corporate or equivalent power and authority to execute and deliver this Security Agreement, to perform its obligations hereunder and to grant to the Collateral Trustee the security interest in such Collateral pursuant hereto. The execution and delivery by such Grantor of this Security Agreement and the performance of its obligations hereunder have been duly authorized by proper corporate, partnership, limited partnership or limited liability company proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of such Grantor and creates a security interest which is enforceable against such Grantor in all of such Grantor's Collateral, in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to the enforcement of creditors' rights generally and subject to general principles of equity regardless of whether considered in a proceeding in equity or at law. When appropriate financing statements designating such Grantor as "debtor" therein and Collateral Trustee as "secured party" therein have been properly completed and filed in the appropriate governmental offices designated for such Grantor in Exhibit "E", the Collateral Trustee will have a valid and perfected second priority or third priority (only with respect to Collateral as to which the Bank Group Representative has a second priority lien on such Collateral) security interest in such Grantor's Collateral in which a security interest may be perfected by filing of a financing statement under the UCC, in each case subject only to Liens permitted under Section 4.1.6 hereof.

3.2. Conflicting Laws and Contracts. None of the execution and delivery by such Grantor of this Security Agreement, the creation and perfection of the security interest in such Grantor's Collateral granted hereunder, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof will (i) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Grantor or any of its subsidiaries or (ii) violate such Grantor's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating or other management agreement, as the case may be, or (iii) violate or constitute a default under the provisions of any indenture, material instrument or material agreement to which such Grantor or any of its subsidiaries is a party or is subject, or by which it, or its property, is bound, or (iv) result in, or require, the creation or imposition of any Lien in, of or on the property of such Grantor or a subsidiary thereof pursuant to the terms of any such indenture, material instrument or material agreement (other than any Lien of the Collateral Trustee on behalf of the Secured Parties), except in the case of clause (i) at any time after the date hereof, to the extent such violations could not reasonably be expected to have a Material Adverse Effect. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by such Grantor or any of its subsidiaries, is required to be obtained by it or any of its subsidiaries in connection with the execution and delivery of this Security Agreement or the performance by it of its obligations hereunder or the legality, validity, binding effect or enforceability of this Security Agreement, except (i) filings, recordings or registrations with the appropriate governmental authorities required to perfect the security interests granted hereunder and (ii) to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect.

3.3. Principal Location. As of the date such Person becomes a Grantor hereunder, such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), is disclosed in Exhibit "A".

3.4. Property Locations and Real Property.

3.4.1 As of the date hereof (and upon the date of delivery by the Company of each update of Exhibit "A" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), the Inventory and Equipment of each Grantor included in the Collateral (other than any such Collateral with a net book value in an aggregate amount not to exceed $500,000 or any of same which is in transit, subject to being repaired or in use in the ordinary course of business) are located solely at (a) the locations owned by such Grantor described in Part A of Exhibit "A", (b) the locations leased by such Grantor as lessee and designated in Part B of Exhibit "A", or (c) in respect of such Inventory, a public warehouse or otherwise held by a bailee or on consignment by such Grantor as designated in Part C of Exhibit "A", with respect to which such Inventory such Grantor has delivered bailment agreements, warehouse receipts, financing statements or other documents necessary to protect the Collateral Trustee's security interest in such Inventory.

3.4.2 As of the date hereof (and upon the date of delivery by the Company of each update of Exhibit "A" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), the Fixtures of each Grantor included in the Collateral (other than any such Collateral with a net book value in an aggregate amount not to exceed $500,000 or any of same otherwise covered by other Secured Instruments) are located solely at (a) the locations owned by such Grantor described in Part A of Exhibit "A" and (b) the locations leased by such Grantor as lessee and designated in Part B of Exhibit "A".

3.4.3 Part D of Exhibit A sets forth all real property owned or leased by Grantors as of the date hereof. As of the date hereof, the applicable Grantor has executed and delivered to the Collateral Trustee a Mortgage (as defined in the Indentures) in form ready for recordation in the appropriate land records with respect to each owned real property set forth in Part D of Exhibit A. With respect to each Mortgage executed and delivered to the Collateral Trustee on or before the date hereof, the applicable Grantor has also executed and delivered (a) to the title insurance company issuing mortgagee policies with respect to the Mortgages with respect to which surveys were prepared in 2009 affidavits stating, if accurate, that there have been no changes made to such properties that would affect the accuracy of such surveys; (b) to the Collateral Trustee commitments (collectively, the “Commitments”) for the issuance of a standard American Land Title Association mortgagee title insurance policy insuring the priority of the liens created by the Mortgages to be recorded with respect to each real property in an amount equal to the fair market value listed for such real property on Part D of Exhibit “A” attached hereto (collectively, the “Real Property”), subject only to those exceptions as are reasonably acceptable to the Bank Group Representative, and with such endorsements as the Bank Group Representative shall reasonably require taking into account that the Company shall not be required to obtain new surveys or furnish zoning opinions to the title insurance company, with it expressly understood and agreed that the foregoing exceptions and endorsements shall be the same as those for the senior priority Mortgages granted to the Bank Group Representative except to the extent necessary to evidence the junior priority of the Mortgages; and (c) to the Collateral Trustee an opinion of counsel reasonably acceptable to the Bank Group Representative (and expected to be counsel to the Bank Group Representative), such opinion to be substantially similar to the opinion delivered by such counsel to the Bank Group Representative with respect to each such Mortgage including, without limitation, enforceability thereof and perfection of the Collateral Trustee’s Lien on the Real Property Collateral specified therein. It shall be the responsibility of the Company to assure that the Mortgages of each applicable Grantor with respect to its owned Real Property are recorded on the date hereof in the appropriate land records as necessary to perfect the Lien thereof, provided that if recordation on the date hereof is not possible with respect to one or more Mortgages because of circumstances beyond the Company’s reasonable control, so long as the Company is diligently and continuously taking steps to cause such recordation to occur, the Company shall not be deemed in default hereunder if such Mortgages are so recorded within forty-five (45) days after the date hereof. The Company shall deliver to the Collateral Trustee the original title insurance policies issued pursuant to and in accordance with the Commitments not later than forty-five (45) days after the date hereof. The Collateral Trustee shall have no obligation to record or monitor the recording of any such Mortgages.

3.5. No Other Names; Etc. Within the five-year period ending as of the date such Person becomes a Grantor hereunder, such Grantor has not conducted business under any name, changed its jurisdiction of formation, merged with or into or consolidated with any other Person, except as disclosed in Exhibit “A”. The name in which such Grantor has executed this Security Agreement is the exact name as it appears in such Grantor’s organizational documents, as amended, as filed with such Grantor’s jurisdiction of organization as of the date such Person becomes a Grantor hereunder.

3.6. [RESERVED]

3.7. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper owned by such Grantor which are included in the Collateral are correctly stated in all material respects in all applicable records of such Grantor relating thereto and in all invoices and reports with respect thereto furnished to the Collateral Trustee by such Grantor from time to time. As of the time when each such Account or each item of such Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all such records relating thereto, are genuine and in all material respects what they purport to be.

3.8. Filing Requirements.

3.8.1 As of the date hereof (and upon the date of delivery by the Company of each update of Exhibit "B" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), none of the Equipment (including, without limitation, all Tractor Trailers) owned by such Grantor, which is included in the Collateral, is covered by any certificate of title, except for the vehicles described in Part A of Exhibit "B" and none of the Collateral owned by such Grantor is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the aircraft/engines, ships, vessels, railcars and other similar equipment (including, without limitation, all Rolling Stock) described in Part B of Exhibit "B", (b) Patents, Trademarks and Copyrights held by such Grantor which are included in the Collateral and described in Part C of Exhibit "B" and (c) the other property included in the Collateral which is described in Part D of Exhibit "B".

3.8.2 As of the date hereof (and upon the date of delivery by the Company of each update of Exhibit "C" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), the legal description, county and street address of the property on which any Fixtures owned by such Grantor, which are included in the Collateral and not otherwise covered by another Secured Instrument, are located are set forth in Exhibit "C", together with the name and address of the record owner of each such property.

3.9. No Financing Statements; Security Agreements; Mortgages. No financing statement, security agreement or mortgage describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except financing statements, security agreements and mortgages (a) naming the Collateral Trustee on behalf of the Secured Parties as the secured party or (b) in respect of Liens specifically permitted by the respective Indentures; provided, that, nothing herein shall be deemed to constitute an agreement to subordinate any of the Liens of the Collateral Trustee under the Secured Instruments to any Liens otherwise specifically permitted under the respective Indentures.

3.10. Federal Employer Identification Number; State Organization Number; Jurisdiction of Organization. As of the date such Person becomes a Grantor hereunder, such Grantor's federal employer identification number is, and if such Grantor is a registered organization, such Grantor's State of organization, type of organization and State of organization identification number are listed in Exhibit "G".

3.11. Pledged Securities, Instruments and Other Investment Property; Subsidiaries. Exhibit "D" that initially is delivered in connection with the original execution and delivery of this Security Agreement (as well as each update of Exhibit "D" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof) sets forth a complete and accurate list of the Instruments, Securities and other Investment Property constituting Collateral which were delivered to the

Collateral Trustee, or its agent for perfection pursuant to Section 8.21.2 hereof and a list of all of the Company's Subsidiaries, the jurisdiction of organization or incorporation of each such Subsidiary and the holders of all Equity Interests of each such Subsidiary, as of the date hereof. Each Grantor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed in Exhibit "D" as being owned by it, free and clear of any Liens, except for the security interest granted to the Collateral Trustee hereunder or as specifically permitted by the respective Indentures. Each Grantor further represents and warrants that (a) all such Instruments, Securities or other types of Investment Property owned by it which are shares of stock in a corporation or ownership interests in a partnership or limited liability company and which are included in the Collateral have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly authorized and validly issued, are fully paid and, to the extent applicable, non-assessable and constitute, as of the date hereof, the percentage of the issued and outstanding shares of stock (or other Equity Interests) of the respective issuers thereof indicated in Exhibit "D" hereto and (b) with respect to any certificates delivered to the Collateral Trustee representing an ownership interest in a partnership or limited liability company, such certificates are Securities as defined in Article 8 of the UCC of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Collateral Trustee so that the Collateral Trustee may (but has no obligation to) take steps to perfect its security interest therein as a General Intangible and (iii) to the extent requested by the Collateral Trustee, all such Instruments, Securities or other types of Investment Property owned by it which are shares of stock in a corporation or ownership interests in a partnership or limited liability company and which are included in the Collateral held by a securities intermediary is covered by a Securities Account Control Agreement pursuant to which the Collateral Trustee has Control.

3.12. Intellectual Property. As of the date hereof (and upon the date of delivery by the Company of each update of Exhibit "B" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof):

3.12.1 Part C of Exhibit "B" contains a complete and accurate listing of all Intellectual Property for which a registration has issued to, an application for registration has been filed by, a patent has issued to, or an application for patent has been filed by, such Grantor and which are included in the Collateral, including to the extent applicable, but not limited to the following: (a) state, U.S. and foreign trademark registrations and applications for trademark registration owned by such Grantor, (b) U.S. and foreign patents and patents applications, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof owned by such Grantor, (c) U.S. and foreign copyright registrations and applications for registration made by such Grantor, (d) foreign industrial design registrations and industrial design applications owned by such Grantor, (e) domain names owned by such Grantor, (f) proprietary computer software of such Grantor, (g) all forms of Intellectual Property described in clauses (a)-(c) above, to the extent (i) such Grantor has actual knowledge of information and other relevant facts necessary to make a determination of whether such Intellectual Property is of a form described by any of such clauses and (ii) such Grantor is not restricted in disclosing such information, that are owned by a third party and licensed to a Grantor, and (i) the name of any Person who has been granted rights in respect thereof outside of the ordinary course of business to any of the Intellectual Property referred to in clauses (a)-(g) above, to the extent that the disclosure of such name is not restricted. All of such U.S. registrations, applications for registration or applications for issuance of the Intellectual Property of a Grantor are valid and subsisting, in good standing and are recorded or are in the process of being recorded in the name of the applicable Grantor to the extent material to the business of such Grantor.

3.12.2 Intellectual Property owned by such Grantor and included in the Collateral is valid, subsisting, unexpired (where registered) and enforceable and has not been abandoned or adjudged invalid or unenforceable, in whole or in part, except as could not be reasonably expected to result in a Material Adverse Effect.

3.12.3 Except as otherwise permitted by the Bank Group Documents, no Person other than such Grantor has any right or interest of any kind or nature in or to the Intellectual Property owned by such Grantor and included in the Collateral, including any right to sell, license, lease, transfer, distribute, use or otherwise exploit such Intellectual Property or any portion thereof outside of the ordinary course of the respective Grantor's business. Such Grantor has good and indefeasible title to, and the valid and enforceable power and right to sell, license, transfer, distribute, use and otherwise exploit, Intellectual Property owned by such Grantor and included in the Collateral, except where such failure could not reasonably be expected to have a Material Adverse Effect.

3.12.4 Such Grantor has taken or caused to be taken steps so that none of the Intellectual Property owned by such Grantor and included in the Collateral, the value of which to such Grantor is contingent upon maintenance of the confidentiality thereof, has been disclosed by such Grantor to any Person other than employees, contractors, customers, representatives and agents of the Grantors who are parties to customary confidentiality and nondisclosure agreements with such Grantor, except where such disclosures, individually or in the aggregate, could not be reasonably expected to result in a Material Adverse Effect.

3.12.5 To such Grantor's knowledge, no Person has violated, infringed upon or breached, or is currently violating, infringing upon or breaching, any of the rights of such Grantor to the Intellectual Property owned by such Grantor and included in the Collateral or has breached or is breaching any duty or obligation owed to such Grantor in respect of such Intellectual Property, except where those breaches, individually or in the aggregate, could not be reasonably expected to result in a Material Adverse Effect.

3.12.6 No settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by such Grantor or to which such Grantor is bound that adversely affects its rights to own or use any Intellectual Property owned by such Grantor and included in the Collateral, except as could not be reasonably expected to result in a Material Adverse Effect, in each case individually or in the aggregate.

3.12.7 Such Grantor has not received any written notice that remains outstanding challenging the validity, enforceability, or ownership of any Intellectual Property owned by such Grantor and included in the Collateral, except where those challenges could not reasonably be expected to result in a Material Adverse Effect, and to such Grantor's knowledge as of the date of delivery of Part C of Exhibit "B" or the date thereafter that such Person becomes a Grantor hereunder, whichever shall later occur, there are no facts upon which such a challenge could be made.

3.12.8 Such Grantor owns directly or is entitled to use, by license or otherwise, all Intellectual Property necessary for the conduct of such Grantor's business, and the consummation of the transactions contemplated by this Security Agreement will not result in the termination or material impairment of any such Intellectual Property owned by such Grantor and included in the Collateral.

3.12.9 Such Grantor uses adequate standards of quality in the manufacture, distribution, and sale of its Inventory and in the provision of services rendered by it under or in connection with all Trademarks owned by such Grantor and included in the Collateral and has taken all commercially reasonable action necessary to insure that all licensees of the Trademarks owned by such Grantor and included in the Collateral or licensed by such Grantor use such adequate standards of quality, except where the failure to use adequate standards of quality could not reasonably be expected to result in a Material Adverse Effect.

3.12.10 The consummation of the transactions contemplated by the Secured Instruments will not result in the termination or impairment of any of the Intellectual Property, in any material respect.

3.13. Commercial Tort Claims. As of the date hereof (and upon the date of delivery by the Company of each update of Exhibit "F" pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), except as set forth in Exhibit "F", such Grantor owns no Commercial Tort Claims of a value greater than $1,000,000 which have arisen in the course of such Grantor's business.

3.14. Deposit Accounts and Securities Accounts. As of the date hereof, (and upon the date of delivery of each update of Exhibit H pursuant to the terms of this Security Agreement including, without limitation, Section 4.14 hereof), all of such Grantor's Deposit Accounts and Securities Accounts and the respective approximate account balances are listed on Exhibit "H".

3.15. Recourse. This Security Agreement is made with full recourse to each Grantor and pursuant to and upon all the representations, warranties, covenants and agreements on the part of such Grantor contained herein and in the other Secured Instruments.

3.16. Rolling Stock. As of the date hereof, neither the Company nor any Subsidiary owns any Rolling Stock.

ARTICLE IV

COVENANTS

From the date of this Security Agreement and thereafter until this Security Agreement is terminated in whole or in part as to any Grantor, each of the Initial Grantors agrees, and from and after the effective date of any Security Agreement Supplement applicable to any Grantor (and after giving effect to supplements to each of the Exhibits hereto with respect to such subsequent Grantor as attached to such Security Agreement Supplement or otherwise hereto), each such subsequent Grantor agrees, with respect to itself:

4.1. General.

4.1.1 Inspection. Such Grantor will permit the Collateral Trustee, by its representatives and agents, upon reasonable prior notice, (i) to inspect the Collateral, (ii) to examine and make copies of the records of such Grantor relating to the Collateral and (iii) to discuss the Collateral and the related records of such Grantor with, and to be advised as to the same by, such Grantor's officers and employees (and, in the case of any Receivable included in the Collateral and upon prior notice to the Company, with any Person which is or may be obligated thereon), all at such reasonable times and as often as reasonably requested; and, all such examinations and inspections, other than the first such

examination or inspection occurring during any calendar year or any examination or inspection occurring during the continuance of an Event of Default, shall be at the Secured Parties (other than the Collateral Trustee and the Primary Holder Representatives) direction and expense, and all other such examinations and expenses shall be at such Grantor's expense; provided, however, such permission shall be subject to confidentiality restrictions imposed on such Grantor by Persons other than Grantor or its Affiliates and safety requirements and restrictions attendant to the respective Collateral.

4.1.2 Taxes. Such Grantor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral owned by such Grantor that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Grantor has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

4.1.3 Records and Reports. Each Grantor shall keep and maintain complete, accurate and proper books and records in all material respects with respect to the Collateral owned by such Grantor, and furnish to the Collateral Trustee, with sufficient copies for each of the Secured Parties, such reports relating to the Collateral as the Collateral Trustee shall from time to time reasonably request.

4.1.4 Financing Statements and Other Actions; Defense of Title. Each Grantor hereby authorizes the Collateral Trustee to file, and if requested such Grantor will execute and deliver to the Collateral Trustee, all financing statements describing the Collateral owned by such Grantor and other documents and take such other actions as may be required and from time to time reasonably be requested by the Collateral Trustee in order to maintain a second priority or third priority (only with respect to Collateral as to which the Bank Group Representative has a second priority Lien on such Collateral), perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor, subject to Liens specifically permitted under the respective Indentures, provided, that, nothing herein shall be deemed to constitute an agreement to subordinate any of the Liens of the Collateral Trustee under the Secured Instruments to any Liens otherwise specifically permitted under the respective Indentures. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as necessary to ensure the perfection of the security interest in the Collateral granted to the Collateral Trustee herein, including, without limitation, describing such property as "all assets" or "all personal property and other assets, whether now owned or existing or hereafter acquired or arising, together with all products and proceeds thereof, substitutions and replacements therefor, and additions and accessions thereto."

Within six months after the date hereof, all filings, registrations and recordings necessary or appropriate to perfect the security interest granted to the Collateral Trustee in the Tractor Trailers listed in Part A of Exhibit "B" and initially covered by this Security Agreement shall be made by the Grantors in order to perfect such security interests under applicable law; provided that the Company shall have an additional thirty days to perfect the security interest in any Tractor Trailers with a net book value in an aggregate amount not to exceed $500,000. The Collateral Trustee shall have no obligation to make or monitor any such filings, registrations or recordings. Each Grantor

agrees to promptly execute all documentation reasonably required to effect the foregoing and all future recordations relating to the perfection of security interests in Tractor Trailers now owned or hereafter acquired and to cause the filing of relevant certificates of title with the appropriate state governmental agency Each Grantor will, at its own expense, promptly make, execute, endorse, acknowledge, file and/or deliver to the Collateral Trustee (or, to the extent required by the Vehicle Title Custodial Agreement, the custodial administrator thereunder) from time to time upon its request such lists, descriptions and designations of its then owned Tractor Trailers (including certificate of title numbers and jurisdictions of registration of each such Tractor Trailer), documents of title, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps and actions relating to such Tractor Trailers and other property or rights covered by the security interest hereby granted necessary to perfect, preserve or protect its security interest in such Tractor Trailers and other property or rights**.**

Each Grantor will take any and all actions necessary to defend, in all material respects, title to the Collateral owned by such Grantor against all Persons and to defend the security interest of the Collateral Trustee in such Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5 Disposition of Collateral. No Grantor will make an Asset Sale (as defined in the New Money Note Indenture), with respect to Collateral owned by such Grantor except (a) Asset Sales specifically permitted (or not prohibited) pursuant to the respective Indentures, (b) subject to the terms, conditions and provisions of the Intercreditor Agreement, until such time following the occurrence of an Event of Default as such Grantor receives a written notice from the Collateral Trustee instructing such Grantor to cease such transactions, and so long thereafter as such Event of Default shall remain uncured or unwaived, sales or leases of Inventory or Equipment, which are included in the Collateral, in the ordinary course of business, and (c) subject to the terms, conditions and provisions of the Intercreditor Agreement, until such time as such Grantor receives a notice from the Collateral Trustee pursuant to Article VII, and so long thereafter as such notice shall remain in effect, proceeds of Inventory and Accounts, which are included in the Collateral, collected in the ordinary course of business other than payment of its obligations in the ordinary course of its business.

4.1.6 Liens. No Grantor will create, incur, or permit to exist any Lien on the Collateral owned by such Grantor except Permitted Liens (as defined under the respective Indentures), provided, that, nothing herein shall be deemed to constitute an agreement to subordinate any of the Liens of the Collateral Trustee under the Secured Instruments to any Liens otherwise specifically permitted under the respective Indentures.

4.1.7 Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. Such Grantor will:

(i) except as permitted by Section 4.07 and Article V of the respective Indentures, preserve its existence and corporate structure as in effect on the date hereof;

(ii) not change its jurisdiction of organization;

(iii) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified in Exhibit “A”; and

(iv) not (a) have any Inventory or Equipment or proceeds or products thereof (other than any such Collateral with a net book value in an aggregate amount not to exceed $500,000 or any of the same disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit “A” (as Exhibit A may be updated from time to time), except as any of same may be in transit, subject to being repaired or in use in the ordinary course of business, (b) have any Fixtures or proceeds or products thereof (other than any immaterial quantity or value thereof or any of same otherwise covered by other Secured Instruments) at a location other than a location specified in Exhibit “A”, (c) change its name or taxpayer identification number or (d) change its mailing address,

unless, in each such case, such Grantor shall have given the Collateral Trustee not less than ten (10) days’ prior written notice of such event or occurrence and such Grantor shall have either (x) certified in writing to the Collateral Trustee, upon which certification the Collateral Trustee shall be entitled to conclusively rely without independent investigation, that such event or occurrence will not adversely affect the validity, perfection or priority of the Collateral Trustee’s security interest in the Collateral, or (y) taken such steps as are necessary to properly maintain the validity, perfection and priority of the Collateral Trustee’s security interest in the Collateral owned by such Grantor.

4.1.8 Other Financing Statements. No Grantor will permit to exist or authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by such Grantor, except any financing statement authorized or permitted under Section 4.1.4 hereof and any financing statement filed to perfect a Lien specifically permitted under the respective Indentures; provided, that, nothing herein shall be deemed to constitute an agreement to subordinate any of the Liens of the Collateral Trustee under the Secured Instruments to any Liens otherwise specifically permitted under the respective Indentures.

4.1.9 Restriction Regarding Tractor Trailers. After the date hereof, no Grantor shall title any Tractor Trailers in the States of Minnesota, Utah, Oklahoma, Nevada, Hawaii or Alaska; provided, however, that the applicable Grantor(s) shall not be subject to the restriction in this Section 4.1.9 as to one or more of the foregoing States provided that all Vehicle Collateral (as defined in the Security and Collateral Agency Agreement) with respect to such State or States shall become “Vehicle Collateral” subject to the Security and Collateral Agency Agreement and the security interest granted in such additional Vehicle Collateral under such Security and Collateral Agency Agreement shall be a first priority perfected security interest and; provided further, that the applicable Grantors shall execute and deliver such amendments, supplements, agreements and other documents, file such financing statements and take such other action as shall be required under both the applicable Convertible Note Documents and the Bank Group Documents to effect the foregoing.

4.2. Receivables.

4.2.1 Certain Agreements on Receivables. Until such time following the occurrence of an Event of Default and so long thereafter that such Event of Default

remains uncured or unwaived, no Grantor will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable included in the Collateral or accept in satisfaction of a Receivable included in the Collateral less than the original amount thereof, other than in accordance or consistent with the existing customer agreements entered into in the ordinary course of business and consistent with past business practice of such Grantor. Until such time following the occurrence and continuation of an Event of Default, such Grantor may reduce or otherwise adjust the amount of Accounts arising from the sale of Inventory included in the Collateral or the rendering of services in accordance with its present policies and in the ordinary course of business and as otherwise not prohibited under the Bank Group Documents or the Indentures.

4.2.2 Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables included in the Collateral which are owned by such Grantor.

4.2.3 Delivery of Invoices. Such Grantor will deliver to the Collateral Trustee promptly following receipt of its request while a Notice of Acceleration is in effect, duplicate invoices with respect to each Account included in the Collateral which is owned by such Grantor bearing such language of collateral assignment as the Collateral Trustee shall reasonably specify, which language shall be effective only when a Notice of Acceleration is in effect.

4.2.4 Disclosure of Counterclaims on Receivables. If (a) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable included in the Collateral which is owned by such Grantor is made other than in the ordinary course of business of such Grantor or (b) if, to the knowledge of such Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to such Receivable, and in either case, the amount of such Receivable exceeds $500,000, then such Grantor will disclose such fact to the Collateral Trustee in writing during inspection by the Collateral Trustee of any record of such Grantor relating to such Receivable and, without duplication, in connection with any invoice or report furnished by such Grantor to the Collateral Trustee relating to such Receivable.

4.3. Maintenance of Equipment. Such Grantor will do all things necessary to maintain, preserve, protect and keep the Equipment included in the Collateral which is owned by such Grantor in good repair, working order and saleable condition (ordinary wear and tear, casualty and condemnation excepted) and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. Such Grantor will: (i) deliver to the Collateral Trustee (or, if applicable, its agent for perfection pursuant to Section 8.21.2 hereof) immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities (to the extent certificated) and Instruments constituting Collateral (if any then exist), (ii) hold in trust for the Collateral Trustee upon receipt and immediately thereafter deliver to the Collateral Trustee (or, if applicable, its agent for perfection pursuant to Section 8.21.2 hereof) any Chattel Paper, Securities and Instruments constituting Collateral, (iii) promptly upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Collateral Trustee (or, if applicable, its agent for perfection pursuant to Section 8.21.2 hereof) such Pledged Deposits which are evidenced by

certificates included in the Collateral endorsed in blank, marked with such legends and collaterally assigned as the Collateral Trustee (or, if applicable, its agent for perfection pursuant to Section 8.21.2 hereof) shall reasonably specify, and (iv) upon the Collateral Trustee's request, after the occurrence and during the continuance of an Event of Default, deliver to the Collateral Trustee or, if applicable, its agent for perfection (and thereafter hold in trust for the Collateral Trustee upon receipt and immediately deliver to the Collateral Trustee or, if applicable, its agent for perfection) any Document evidencing or constituting Collateral.

4.5. Uncertificated Securities, Certain Other Investment Property and Securities Accounts. Such Grantor will permit the Collateral Trustee from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral owned by such Grantor to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Collateral Trustee granted pursuant to this Security Agreement. On the date hereof, each Grantor shall execute and deliver a Securities Account Control Agreement for each Securities Account listed on Exhibit H (other than any Securities Account with a balance not exceeding $20,000 but subject to the cap on aggregate balances set forth in Section 4.7 hereof). Subject to the exception set forth in the preceding sentence and the cap in Section 4.7, all Securities Accounts of any Grantor established and maintained with a securities intermediary will be subject to a Securities Account Control Agreement with the Collateral Trustee in order to establish Control of such Securities Account.

4.6. Stock and Other Ownership Interests.

4.6.1 Changes in Capital Structure of Issuers. No Grantor will (a) except as permitted in the Indentures, permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company which in each case is included in the Collateral and owned by such Grantor to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities included in the Collateral and evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (b) vote any of such Instruments, Securities or other Investment Property included in the Collateral in favor of any of the foregoing.

4.6.2 Registration of Pledged Securities and other Investment Property. Such Grantor will permit any registrable Investment Property that is included in the Collateral and owned by such Grantor to be registered in the name of the Collateral Trustee or its nominee (or, if applicable, its agent for perfection pursuant to Section 8.21.2 hereof) at any time when a Notice of Acceleration is in effect without any further consent of such Grantor.

4.6.3 Exercise of Rights in Pledged Securities and other Investment Property. Such Grantor will permit the Collateral Trustee or its nominee (or, if applicable, its agent for perfection pursuant to Section 8.21.2 hereof) at any time when a Notice of Acceleration is in effect, with prior notice to such Grantor, to exercise or refrain from exercising any and all voting and other consensual rights pertaining to Investment Property that is included in the Collateral and owned by such Grantor or any part thereof, and to receive all dividends and interest in respect of such Collateral.

4.7. Deposit Accounts. Other than cash and Cash Equivalents held in Deposit Accounts constituting Excluded Property or any Deposit Account or Securities Account with a balance not exceeding $20,000 (provided that the aggregate balances in all such Deposit Accounts and Securities Accounts shall not at any time exceed $600,000 except as permitted in the next succeeding sentence), the

Company and other Grantors shall hold all cash and Cash Equivalents in Deposit Accounts subject to Deposit Account Control Agreements or in Securities Accounts subject to Securities Account Control Agreements. Within 30 days after the date hereof, the applicable Grantors shall cause all Deposit Accounts with Wells Fargo Bank, National Association and The Royal Bank of Canada representing aggregate balances in excess of the $600,000 cap referred to above to be subject to Deposit Account Control Agreements or closed, such 30-day period to be subject to a reasonable extension within the discretion of the Bank Group Representative. Before opening or replacing any Deposit Account (other than Excluded Property as otherwise permitted in this Section 4.7), each Grantor shall cause the applicable bank or financial institution to enter into a Deposit Account Control Agreement with the Collateral Trustee in order to establish Control of such Deposit Account. Such Grantor will promptly (or within any extended time period as may be permitted pursuant to the comparable Bank Group Document) cause each bank or other financial institution in which it maintains other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Collateral Trustee hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and upon the Collateral Trustee's written request after the occurrence and during the continuance of an Event of Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Collateral Trustee, transferring dominion and control over each such other deposit to the Collateral Trustee (or, if applicable, its agent for perfection pursuant to Section 8.21.2 hereof) until such time as such Event of Default no longer exists. Notwithstanding the foregoing, the provisions of this Section 4.7 shall not apply to any Deposit Account, other deposit or any other property that constitutes "Excluded Property", including, without limitation, the deposit accounts referred to in clause (c) of such definition.

4.8. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit and pursuant to the provisions of the Bank Group Documents such Grantor is required to assign payments thereunder to the Bank Group Representative, then such Grantor shall promptly notify the Collateral Trustee thereof that such Grantor has become a beneficiary of such letter of credit and enter into a tri-party agreement with the Collateral Trustee (or its agent or designee) and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights (as that term is defined in the UCC) assigning such Letter-of-Credit Rights to the Collateral Trustee (or its agent or designee).

4.9. Federal, State or Municipal Claims. Such Grantor will notify the Collateral Trustee in writing no later than the date it is required to notify the Bank Group Representative pursuant to the provisions of the Bank Group Documents (as such date may be extended in accordance with the terms thereof), of any Collateral owned by such Grantor which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.10. Intellectual Property.

4.10.1 If any Grantor obtains rights to, including, but not limited to filing and acceptance of a statement of use or an amendment to allege use with the U.S. Patent and Trademark Office, or applies for or seeks registration of, any new patentable invention, Trademark or Copyright in addition to the Patents, Trademarks and Copyrights described in Part C of Exhibit "B", which is not Excluded Property, then such Grantor shall give the Collateral Trustee notice thereof in writing no later than the date it is required to notify the Bank Group Representative pursuant to the provisions of the Bank Group Documents (as such date may be extended in accordance with the terms thereof). Such Grantor agrees promptly to execute and deliver to the Collateral Trustee any supplement to this Security Agreement or any other document reasonably necessary to evidence such security interest in a form appropriate for recording in the applicable federal office. Such Grantor also hereby authorizes the Collateral Trustee to modify (but the Collateral

Trustee shall have no obligation to modify) this Security Agreement unilaterally (i) by amending Part C of Exhibit "B" to include any future Patents, Trademarks and/or Copyrights of which the Collateral Trustee receives notification from such Grantor pursuant to this Section 4.10.1 and (ii) by recording, in addition to and not in substitution for this Security Agreement, a duplicate original of this Security Agreement containing in Part C of Exhibit "B" a description of such future Patents, Trademarks and/or Copyrights.

4.10.2 As of the date hereof, this Security Agreement is in a form sufficient to create a valid and continuing Lien on each Grantor's Copyrights, Intellectual Property Licenses, Patents, Trademarks and Industrial Designs that are included in the Collateral described in Part C of Exhibit "B", and, based thereon, upon timely filing of this Security Agreement (or a short-form supplemental document confirming the grant of a security interest in (and providing a detailed schedule of) the relevant Patents, Trademarks or Copyrights, as applicable) with the United States Copyright Office and or the United States Patent and Trademark Office, as applicable, and the filing of appropriate financing statements in the jurisdictions listed in Exhibit "E" hereto, all action necessary to protect and perfect the security interest in, to and on such Patents, Trademarks, Copyrights or Industrial Designs of each Grantor has been taken and such perfected security interest is enforceable as such as against any and all creditors of and purchasers from any Grantor.

4.11. Pledged Securities and Other Investment Property. If any Grantor obtains any Instruments, Securities or other Investment Property, which in each case is not Excluded Property, then such Grantor shall give the Collateral Trustee notice thereof in writing no later than the date it is required to notify the Bank Group Representative pursuant to the provisions of the Bank Group Documents (as such date may be extended in accordance with the terms thereof). Such Grantor agrees promptly to execute and deliver to the Collateral Trustee a supplement to this Security Agreement or any other applicable Trust Security Document to evidence such security interest. Such Grantor also hereby authorizes the Collateral Trustee to modify (but the Collateral Trustee shall have no obligation to modify) this Security Agreement unilaterally by amending Exhibit "D" to include any future Instruments, Securities or other Investment Property of which the Collateral Trustee receives notification from such Grantor pursuant to this Section 4.11.

4.12. Commercial Tort Claims. If any Grantor identifies the existence of a commercial tort claim belonging to such Grantor that has arisen in the course of such Grantor's business in addition to the commercial tort claims described in Exhibit "F", which, in each case is neither Excluded Property nor of a value less than $1,000,000, then such Grantor shall give the Collateral Trustee notice thereof in writing no later than the date it is required to notify the Bank Group Representative pursuant to the provisions of the Bank Group Documents (as such date may be extended in accordance with the terms thereof). Each Grantor agrees promptly upon request by the Collateral Trustee to execute and deliver to the Collateral Trustee any supplement to this Security Agreement or any other document reasonably requested by the Collateral Trustee to evidence the grant of a security interest in such commercial tort claim in favor of the Collateral Trustee .

4.13. Certain Foreign Pledges. No Grantor shall pledge any equity interests of Roadway Express, S.A. de C.V. for so long as Roadway Express, S.A. de C.V. is a First-Tier Foreign Subsidiary to any party other than to the Bank Group Representative and the Collateral Trustee pursuant to this Security Agreement (or another Secured Instrument). If at any time after the date hereof Roadway Express, S.A. de C.V. has assets in excess of $500,000 the relevant Grantor(s) shall take all necessary action to pledge the equity interests in such entity which are owned by such Grantor(s) in accordance with the terms hereof.

4.14. Updating of Exhibits to Security Agreement.

4.14.1 The Company will provide to the Collateral Trustee, on the 45th day (or the next succeeding Business Day if such day is not a Business Day) following the end of each of the Company's second and fourth fiscal quarters of the Company's fiscal year, updated versions of Exhibits "A", "B", "C", "D", "F", "G" and "H".

4.14.2 In all cases set forth in this Section, if there have been no changes to any such Exhibits since the previous updating thereof required hereby, the Company shall indicate that there has been "no change" to the applicable Exhibit(s).

4.15. Notices. Company shall deliver to the Collateral Trustee promptly, (and in any event within 10 Business Days) after an Officer becomes aware of the occurrence thereof, written notice of any event of default or any event which with the giving of notice or lapse of time, or both, would become an event of default under the Bank Group Documents, the Pension Fund Documents or the ABL Documents (as defined in the Indentures).

4.16. Pledges; Collateral; Further Assurances.

4.16.1 Each Grantor will, at its own expense and subject to the provisions of the Intercreditor Agreement, promptly make, execute, endorse, acknowledge, file and/or deliver to the Collateral Trustee from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to its Receivables, Equipment, Contracts, Instruments, Deposit Accounts, Investment Property, Chattel Paper, and other property or rights covered by the security interest hereby granted, as may be required and as the Collateral Trustee may reasonably request to perfect, preserve and protect its security interest in the Collateral. Each Grantor acknowledges and agrees that it has the duty to perfect and maintain the perfection of the security interest in the Collateral granted by it hereby and that the Collateral Trustee has no such duty.

4.16.2 The Company shall cause, and shall cause each of its Subsidiaries to cause, all of its respective property (other than Excluded Property) to be subject at all times to a valid and perfected second priority or third priority (only with respect to property as to which the Bank Group Representative has a second priority Lien on such property) Lien in favor of the Collateral Trustee for the benefit of the Secured Parties, subject in each case to Liens specifically permitted by the respective Indentures; provided, however, that, notwithstanding anything to the contrary in this Agreement or any other New Money Note Document or Restructuring Note Document to the contrary, to the extent the Bank Group Representative determines pursuant to, and in accordance with the terms of, Section 5.10 (or any substantially comparable successor provision) of the Bank Group Agreement (as defined in the Intercreditor Agreement) not to require that certain property be subject to a first priority or second priority, as applicable, perfected Lien in favor of the Bank Group Representative for the benefit of the secured parties under the Bank Group Documents, then such property shall not be required to be subject to a second or third priority, as applicable, perfected Lien in favor of the Collateral Trustee for the benefit of the Secured Parties. Each Subsidiary, which after the date hereof is required to cause all or any portion of its property to become subject to a valid and perfected Lien in favor of the Collateral Trustee in accordance with this Section 4.16.2, shall within 45 days of such date execute and deliver to the Collateral Trustee such Secured Instruments or supplements or joinders thereto as are necessary for

such Subsidiary to become a Grantor or mortgagor hereunder or under other applicable Secured Instruments and take all further actions so that the Liens on the property and assets of such Subsidiary are perfected and have priority over other Liens to the extent required by, and in accordance with the applicable terms and provisions of the Secured Instruments.

ARTICLE V

EVENTS OF DEFAULT AND CERTAIN REMEDIAL PROVISIONS

5.1. Defaults and Events of Default. (a) The occurrence of a "Default" under any Indenture shall constitute a Default under this Security Agreement. (b) The occurrence of an "Event of Default" under any Indenture shall constitute an Event of Default under this Security Agreement.

5.2. Acceleration and Remedies. When a Notice of Acceleration is in effect, the Collateral Trustee may, on behalf of the Secured Parties and subject to the provisions of the Intercreditor Agreement, exercise any or all of the following rights and remedies:

5.2.1 Those rights and remedies provided in this Security Agreement, any Indenture, any other Secured Instrument and in any other agreement or instrument securing, evidencing or relating to the Secured Obligations; provided, that, this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Collateral Trustee when a Notice of Acceleration is not in effect.

5.2.2 Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law when a debtor is in default under a security agreement.

5.2.3 Without notice except as specifically provided in Section 8.1 hereof or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery without assumption of any credit risk, and, in each case, upon such other commercially reasonable terms.

The Collateral Trustee, on behalf of the Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, and such compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

5.3. Grantors' Obligations. Upon the request of the Collateral Trustee when a Notice of Acceleration is in effect, each Grantor will, subject to the provisions of the Intercreditor Agreement:

5.3.1 Assembly of Collateral. Assemble and make available to the Collateral Trustee the Collateral and all records relating thereto at any place or places reasonably specified by the Collateral Trustee.

5.3.2 Secured Party Access. Permit the Collateral Trustee, by the Collateral Trustee's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. The Collateral Trustee is hereby granted a license or other right to use, when a Notice of Acceleration is in effect, without charge, each Grantor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, when a Notice of Acceleration is in effect, such Grantor's rights under all licenses and all franchise agreements shall inure to the Collateral Trustee's benefit. In addition, each Grantor hereby irrevocably agrees that the Collateral Trustee may, if a Notice of Acceleration is in effect and subject to the provisions of the Intercreditor Agreement, sell any of such Grantor's Inventory that is included in the Collateral directly to any Person, including without limitation Persons who have previously purchased such Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Collateral Trustee's rights under this Security Agreement, may sell such Inventory which bears any trademark owned by or licensed to such Grantor and any Inventory that is covered by any copyright owned by or licensed to such Grantor and the Collateral Trustee may (but shall have no obligation to) finish any work in process and affix any trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Collateral Trustee to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver or cancellation of any Default, Event of Default or Notice of Acceleration or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Collateral Trustee and each Grantor, provided that the addition of any Subsidiary as a Grantor hereunder by execution of a Security Agreement Supplement in the form of Annex I (with such modifications as shall be acceptable to the Collateral Trustee) shall not require receipt of any consent from or execution of any documentation by any other Grantor party hereto. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Collateral Trustee until this Security Agreement is terminated as provided in the Collateral Trust Agreement.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon written request of the Collateral Trustee while a Notice of Acceleration is in effect and subject to the provisions of the Intercreditor Agreement, each Grantor shall execute and deliver to the Collateral Trustee irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Collateral Trustee and in any event which shall be effective only while a Notice of Acceleration is in effect, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox will be located of the Lien of the Collateral Trustee granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Collateral Trustee upon the Collateral Trustee's written statement that a Notice of Acceleration is in effect.

7.2. Collection of Receivables. While a Notice of Acceleration is in effect and subject to the provisions of the Intercreditor Agreement, the Receivables that are included in the Collateral and owned by any Grantor shall be paid directly to the Collateral Trustee. In such event, each Grantor shall, and shall permit the Collateral Trustee to, in each case subject to the provisions of the Intercreditor Agreement, promptly notify the account debtors or obligors under such Receivables of the Collateral

Trustee's interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under such Receivables directly to the Collateral Trustee. Upon receipt of any such written notice from the Collateral Trustee, and thereafter, so long as a Notice of Acceleration is in effect and subject to the provisions of the Intercreditor Agreement, each Grantor shall thereafter hold in trust for the Collateral Trustee, all amounts and proceeds received by it with respect to such Receivables that is included in the Collateral and owned by such Grantor and immediately and at all times thereafter deliver to the Collateral Trustee all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. Subject to the terms, provisions and conditions of the Intercreditor Agreement, the Collateral Trustee shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4 hereof.

7.3. Collateral Account. While a Notice of Acceleration is in effect and subject to the provisions of the Intercreditor Agreement, all cash proceeds of the Collateral shall be deposited in the Collateral Account to be held by the Collateral Trustee as part of the Trust Estate. The Collateral Account shall be subject to the exclusive dominion and control of the Collateral Trustee.

7.4. Application of Proceeds. Notwithstanding any other provision contained or referred to herein to the contrary and subject to the provisions of the Intercreditor Agreement, the proceeds of the Collateral shall be applied by the Collateral Trustee to payment of the Secured Obligations as provided in the Collateral Trust Agreement.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral; Condition of Collateral. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Company, addressed as set forth in Article IX, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. The Collateral Trustee shall have no obligation to clean-up or otherwise prepare the Collateral for sale. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Collateral Trustee or any other Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Collateral Trustee or such other Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Collateral Trustee or any other Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Compromises and Collection of Collateral. Each Grantor and the Collateral Trustee recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables that are included in the Collateral and owned by such Grantor, that certain of such Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating such disputed Receivables may exceed the amount that reasonably may be expected to be recovered with respect to such Receivables. In view of the foregoing, each Grantor agrees that the Collateral Trustee may at any time and from time to time, when a Notice of Acceleration is in

effect and subject to the provisions of the Intercreditor Agreement, compromise with the obligor on any such Receivable, accept any amount in full payment of any such Receivable or abandon any such Receivable, and any such action by the Collateral Trustee shall be commercially reasonable so long as the Collateral Trustee acts in good faith based on information known to it at the time it takes any such action.

8.3. Collateral Trustee Performance of Grantor's Obligations. Without having any obligation to do so, the Collateral Trustee may, during the existence of an Event of Default, or if no Event of Default therein exists, upon prior approval by such applicable Grantor or the Company, perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement, and such Grantor shall reimburse the Collateral Trustee for (a) any reasonable amounts paid by the Collateral Trustee pursuant to this Section 8.3 and, (b) without duplication, all past due taxes, assessments, charges, fees or Liens on the Collateral except for Liens that are permitted hereunder. Each Grantor's obligation to reimburse the Collateral Trustee pursuant to the preceding sentence shall be a Secured Obligation payable on demand, and the authorization to the Collateral Trustee to pay any of the same shall not release such Grantor of its obligations under this Security Agreement or under any other Secured Instrument.

8.4. Authorization for Collateral Trustee to Take Certain Action. Each Grantor irrevocably authorizes the Collateral Trustee (a) at any time and from time to time in the sole discretion of the Collateral Trustee, without having any obligation to do so, and appoints the Collateral Trustee as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary to perfect and to maintain the perfection and priority of the Collateral Trustee's security interest in the Collateral, (ii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as may be necessary to perfect and to maintain the perfection and priority of the Collateral Trustee's security interest in the Collateral, and (iii) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral owned by such Grantor and which are Securities or with financial intermediaries holding other Investment Property that is included in the Collateral as may be necessary or advisable to give the Collateral Trustee Control over such Securities or other Investment Property included in the Collateral which are owned by such Grantor, (b) while a Notice of Acceleration is in effect and subject to the provisions of the Intercreditor Agreement, (i) to enforce payment of the Instruments, Accounts and Receivables included in the Collateral and owned by such Grantor in the name of the Collateral Trustee or such Grantor, and (ii) to sign any document which may be required by the relevant governmental agency of any State in order to effect an absolute assignment of all right, title and interest in each Tractor Trailer, and register the same and upon request by Collateral Trustee each Grantor agrees to execute and deliver any further power of attorney and (c) from time to time while a Notice of Acceleration is in effect and subject to the provisions of the Intercreditor Agreement, (i) to apply the proceeds of any Collateral received by the Collateral Trustee to the Secured Obligations as provided in Section 7.4 and (ii) to indorse and collect any cash proceeds of the Collateral.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Section 5.3 or in Article VII hereof will cause irreparable injury to the Collateral Trustee and the Secured Parties, that the Collateral Trustee and the Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Collateral Trustee or the Secured Parties to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6. Use and Possession of Certain Premises. While a Notice of Acceleration is in effect and subject to the provisions of the Intercreditor Agreement, each Grantor permits the Collateral Trustee to occupy and use any premises owned or leased by the Grantors where any of the Collateral or any records

relating to the Collateral are located for a reasonable period and only to the extent necessary (a) to cause the Secured Obligations to be paid or (b) to remove the Collateral therefrom, whichever shall first occur, without any obligation to pay any Grantor for such use or occupancy.

8.7. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 hereof and notwithstanding any course of dealing between any Grantor and the Collateral Trustee or other conduct of the Collateral Trustee, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5 hereof) shall be binding upon the Collateral Trustee unless such authorization is in writing signed by the Collateral Trustee.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Collateral Trustee and the Secured Parties and their respective successors and permitted assigns (including all Persons who become bound as a debtor to this Security Agreement), except that the Grantors shall not have the right to assign their rights or delegate their obligations under this Security Agreement or any interest herein, without the prior written consent of the Collateral Trustee.

8.9. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes payable or ruled payable by a Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall pay (i) all reasonable out-of-pocket expenses incurred by the Collateral Trustee and its Affiliates, including the reasonable fees, charges and disbursements of its agents, professional advisors and a single counsel, and one additional local counsel in each applicable jurisdiction, for the Collateral Trustee and its Affiliates, in connection with this Security Agreement, including the preparation, execution, delivery, performance, and administration of this Security Agreement or any amendments, modifications or waivers of the provisions hereof and (ii) all out-of-pocket expenses incurred by the Collateral Trustee, including the fees, charges and disbursements of its agents, professional advisors and a single counsel, and one additional local counsel in each applicable jurisdiction, for the Collateral Trustee and the Secured Parties (and solely in the event of a conflict of interest, one additional counsel for the Secured Parties, taken as a whole), in connection with the collection, enforcement or protection of its rights in connection with this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors. All amounts due under this Section 8.10 shall be payable not later than ten days after written demand thereof (together with documentation reasonably supporting such request).

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination. This Security Agreement shall continue in effect until terminated in accordance with the Collateral Trust Agreement.

8.13. Entire Agreement. This Security Agreement and the other Secured Instruments collectively embody the entire agreement and understanding between the Grantors and the Collateral Trustee relating to the Collateral and supersedes all prior agreements and understandings among the Grantors and the Collateral Trustee relating to the Collateral.

8.14. Governing Law; Jurisdiction; Waiver of Jury Trial.

8.14.1 **THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

8.14.2 Each party to this Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be binding (subject to appeal as provided by applicable law) and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Security Agreement shall affect any right that the Collateral Trustee may otherwise have to bring any action or proceeding relating to this Security Agreement against any Grantor or its properties in the courts of any jurisdiction.

8.14.3 Each party to this Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement or any other Secured Instrument in any court referred to in Section 8.14.2. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

8.14.4 Each Grantor irrevocably consents to service of process in the manner provided for notices in Article IX of this Security Agreement, and each of the Grantors hereby appoints the Company as its agent for service of process. Nothing in this Security Agreement or any other Secured Instrument will affect the right of any party to this Security Agreement to serve process in any other manner permitted by law.

8.14.5 **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER SECURED INSTRUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE OTHER SECURED INSTRUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

8.15. Indemnity. Each Grantor hereby agrees, jointly with the other Grantors and severally, to indemnify the Collateral Trustee, the Secured Parties, each Affiliate of any of the foregoing Persons and the directors, officers, managers, employees, agents and advisors of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, imposed on, incurred by or asserted against any Indemnitee arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by any Indemnitee or any Grantor, and any claim for patent, trademark or copyright infringement); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (i) the gross negligence, bad faith or willful misconduct of such Indemnitee or (ii) a dispute between or among Indemnitees, except, in the case of this clause (ii), such indemnity shall be available to the Collateral Trustee acting in its capacity as such, each Affiliate of the Collateral Trustee acting on behalf of the Collateral Trustee in its capacity as such, and each of the directors, officers, managers, employees, agents and advisors of the Collateral Trustee or any Affiliate of the Trustee acting on behalf of the Collateral Trustee in its capacity as such (each a "CT Indemnitee") for any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel, imposed on, incurred by or asserted against any CT Indemnitee as a result of or in connection with any such dispute.

8.16. Limitation on Collateral Trustee's Duty with Respect to the Collateral. Subject to any applicable laws, the Collateral Trustee's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Collateral Trustee deals with similar property for its own account. Neither the Collateral Trustee, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Trustee hereunder are solely to protect the Collateral Trustee's interests in the Collateral (for the benefit of the Secured Parties) and shall not impose any duty upon the Collateral Trustee or any Secured Party to exercise any such powers. The Collateral Trustee and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. Neither the Collateral Trustee nor any other Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Trustee or such other Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Collateral Trustee to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Collateral Trustee (i) to fail to incur expenses deemed significant by the Collateral Trustee to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against account debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against account debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation,

whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Collateral Trustee against risks of loss, collection or disposition of Collateral or to provide to the Collateral Trustee a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Collateral Trustee, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Collateral Trustee in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.16 is to provide non-exhaustive indications of what actions or omissions by the Collateral Trustee would be commercially reasonable in the Collateral Trustee's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Trustee shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.16. Without limitation upon the foregoing, nothing contained in this Section 8.16 shall be construed to grant any rights to any Grantor or to impose any duties on the Collateral Trustee that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.16. Notwithstanding anything herein to the contrary, in no event shall the Collateral Trustee be responsible for (i) the existence, genuineness or value of any of the Collateral, (ii) the validity, perfection, priority or enforceability of the Liens on any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent of any affirmative action by the Collateral Trustee that constitutes bad faith, gross negligence or willful misconduct on the part of the Collateral Trustee as determined by a final, non-appealable judgment of a court of competent jurisdiction (it being understood and agreed that the Collateral Trustee shall have no affirmative obligation to maintain the validity, perfection, priority or enforceability of the Liens on any of the Collateral, other than as set forth in the first sentence of this Section 8.16), (iii) the validity or sufficiency of the Collateral or any agreement or assignment contained therein, (iv) the sufficiency of the form or substance of this Security Agreement, (v) the validity of the title of any Grantor to the Collateral, (vi) insuring the Collateral or (vii) the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

8.17. Severability. Any provision in this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.18. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.19. Counterparts. This Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

8.20. Collateral Trust Agreement.

8.20.1 Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Trustee pursuant to this Security Agreement, the exercise of any right or remedy by the Collateral Trustee hereunder and each other provision of this Security Agreement are, as between or among the Collateral Trustee and Secured Parties, subject to the provisions of the Collateral Trust Agreement and the rights of the Secured Parties set forth in the Collateral Trust Agreement. In the event of any conflict between the terms of the Collateral Trust Agreement and the terms of this Security Agreement, the terms of the Collateral Trust Agreement shall govern.

8.20.2 The Collateral Trustee shall be entitled to all the rights, privileges, protections and immunities set forth in the Collateral Trust Agreement in connection with this Security Agreement, including the execution hereof and the performance of its duties hereunder.

8.20.3 Each Grantor acknowledges that the rights and responsibilities of the Collateral Trustee under this Security Agreement with respect to any action taken by the Collateral Trustee or the exercise or non-exercise by the Collateral Trustee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Collateral Trustee and the Secured Parties, be governed by the Collateral Trust Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Trustee and the Grantors, the Collateral Trustee shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

8.20.4 (a) At the time and to the extent provided in Section 6.12(a) of the Collateral Trust Agreement, the Collateral or any applicable portion thereof shall be released from the Liens created hereby, and this Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Trustee and each Grantor hereunder shall terminate, in accordance with the provisions of the Collateral Trust Agreement. At the written request and sole expense of any Grantor following any such termination, the Collateral Trustee shall promptly (and in any event within 5 Business Days after receipt of such request) deliver to such Grantor any Collateral held by the Collateral Trustee hereunder, and promptly (and in any event within 5 Business Days after receipt of such request) execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) At the times and to the extent provided in Sections 6.12(d), (e), (f) and (g) of the Collateral Trust Agreement, the Collateral so specified shall be released from the Liens created hereby on such Collateral, in accordance with the provisions of the Collateral Trust Agreement. At the written request and sole expense of any Grantor following any such release, the Collateral Trustee shall promptly (and in any event within 5 Business Days after receipt of such request) deliver to such Grantor any Collateral held

by the Collateral Trustee hereunder, and promptly (and in any event within 5 Business Days after receipt of such request) execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

(c) At the times and to the extent provided in Section 6.12(c) of the Collateral Trust Agreement, any Subsidiary Grantor so specified shall be released from its obligations hereunder, and the Liens over the Capital Stock of such Subsidiary Grantor shall also be released, in accordance with the provisions of the Collateral Trust Agreement. At the written request and sole expense of any Grantor following any such release, the Collateral Trustee shall promptly (and in any event within 5 Business Days after receipt of such request) deliver to such Grantor any Collateral held by the Collateral Trustee hereunder, and promptly (and in any event within 5 Business Days after receipt of such request) execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

8.21. Collateral Trustee; Collateral Trustee's Agents and Designees; Intercreditor Agreement.

8.21.1 Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Collateral Trustee" shall be a reference to Collateral Trustee (including its successors and permitted assigns in such capacity), as Collateral Trustee for the benefit of the Secured Parties. Any right granted to, benefit conferred upon or power exercisable by the "Collateral Trustee" may (whether or not expressly stated in the specific instance) be exercised by an agent or designee of the Collateral Trustee.

8.21.2 The Collateral Trustee hereby notifies each Grantor that, as of the date hereof and pursuant to the provisions of the Intercreditor Agreement, the Bank Group Representative is the agent of the Collateral Trustee for purposes of perfecting by possession or control any portions of the Collateral which may be perfected by possession or control by each such representative. Subject to the terms of the Intercreditor Agreement, the Collateral Trustee may change its agent or designee for these or any other purposes from time to time at its sole discretion and shall provide notice to the Company of any change in the Person or Persons who are acting as agent of the Collateral Trustee for purposes of perfecting by possession or control any portions of the Collateral or otherwise. Each of the Grantors shall be entitled to deal with the Person or Persons identified as the agent or designee of the Collateral Trustee in (or by notice pursuant to) this Section 8.21.1 without further inquiry.

The Grantors representations and warranties and covenants contained herein which relate to delivery of possession of applicable Collateral and establishment of control with respect to applicable Collateral for purposes of perfection shall be subject to the preceding paragraph of this Section 8.21.2 for perfection by possession or control through its agent for perfection for the benefit of the Collateral Trustee; provided that the Collateral Trustee shall at all times be entitled (but shall have no obligation) to require further action to more fully perfect its security interest through possession or control including requiring that the Collateral Trustee be a party to each Deposit Account Control Agreement and Securities Account Control Agreement for purposes of establishing perfection by control.

8.21.3 **Notwithstanding any other provisions herein, the rights, powers, privileges, remedies and obligations of the Collateral Trustee hereunder shall be subject to the terms, provisions and conditions of the Intercreditor Agreement.** This Section 8.21.3 is solely for the benefit of the Bank Group Representative under the

Intercreditor Agreement and does not give any rights, powers, privileges, remedies or obligations of any kind whatsoever to any of the Grantors. In the event there is any conflict between the Intercreditor Agreement on the one hand and this Security Agreement or any other Secured Instrument on the other hand regarding the rights, powers, privileges, remedies and obligations of the Collateral Trustee, the Intercreditor Agreement shall control.

ARTICLE IX

NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be in writing and sent (and deemed received) as follows: (i) if to the Collateral Trustee, in the manner set forth in Section 6.1 of the Collateral Trust Agreement and at the address set forth below its signature hereto; and (ii) if to any Person now or hereafter a Grantor, in the manner and to the respective addresses set forth on the signature page of the Collateral Trust Agreement for the Company. Any notice delivered to the Company shall be deemed to have been delivered to all of the Grantors.

9.2. Change in Address for Notices. Each of the Grantors and the Collateral Trustee may change the address for service of notice upon it by a notice in writing to the other parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Initial Grantors and the Collateral Trustee has executed this Security Agreement as of the date first above written.

GRANTORS:

YRC WORLDWIDE INC.

By: ____________________
Name: ____________________
Title: ____________________

EXPRESS LANE SERVICE, 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 MEXICO INC

By: ____________________
Name: ____________________
Title: ____________________

USF REDDAWAY INC.

By: ____________________
Name: ____________________
Title: ____________________

USF REDSTAR LLC

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 ENTERPRISE SERVICES, INC.

By: ____________________
Name: ____________________
Title: ____________________

YRC INC.

By: ____________________
Name: ____________________
Title: ____________________

YRC INTERNATIONAL INVESTMENTS, INC.

By: ____________________
Name: ____________________
Title: ____________________

YRC LOGISTICS SERVICES, INC.

By: ____________________
Name: ____________________
Title: ____________________

YRC MORTGAGES, LLC

By: ____________________
Name: ____________________
Title: ____________________

YRC REGIONAL TRANSPORTATION, INC.

By: ____________________
Name: ____________________
Title: ____________________

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee

By: ______________________________
Name: George J. Rayzis
Title: Vice President

U.S. Bank National Association
Corporate Trust Services
Two Liberty Place
50 S. 16th Street, Suite 2000
Mail Station: EX-PA-WBSP
Philadelphia, PA 19102

Signature Page to
Pledge and Security Agreement

EXHIBIT "A"
(See Sections 3.3, 3.4, 3.5 and 4.1.7 of Security Agreement)

Prior names, jurisdiction of formation, place of business (if Grantor has only one place of business), chief executive office (if Grantor has more than one place of business), mergers and mailing address:

____

____

____

____

Attention: __________________________

Locations of Real Property, Inventory, Equipment and Fixtures:

A. Owned Locations of Inventory, Equipment and Fixtures of the Grantors:

B. Leased Locations of Inventory, Equipment and Fixtures of by the Grantors (Include Landlord's Name):

C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of warehouse operator or other bailee or consignee of Inventory and Equipment of the Grantors):

D. Real Property Owned and Leased (include description and location):

EXHIBIT “B”
(See Sections 3.8 and 3.12 of Security Agreement)

A. Vehicles (including all Tractor Trailers) subject to certificates of title:

Description	Title Number and State Where Issued

B. Aircraft/engines, ships, vessels, railcars and other vehicles and similar equipment governed by federal statute (including all Rolling Stock):

Description	Registration Number

C. Patents, copyrights, trademarks protected under federal law* and industrial designs:

D. Other property

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* For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

EXHIBIT “C”
(See Section 3.8 of Security Agreement)

Legal description, county and street address of property on which
Fixtures are located:

Name and Address of Record Owner:

____

____

____

____

EXHIBIT “D”

List of Pledged Securities and Instruments
(See Section 3.11 of Security Agreement)

A. STOCKS:

Issuer	Certificate Number	Number of Shares

B. BONDS:

Issuer	Number	Face Amount	Coupon Rate	Maturity

C. GOVERNMENT SECURITIES:

Issuer	Number	Type	Face Amount	Coupon Rate	Maturity

D. INSTRUMENTS

[Include Secured Subordinated Notes held by ABL Originators]

E. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED):

Issuer	Description of Collateral	Percentage Ownership Interest

SUBSIDIARIES

Name	Jurisdiction of Organization	Owner(s) of Equity Interest*

* State type and amount of Equity Interest

EXHIBIT “E”
(See Sections 3.1 and 4.10.2 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN/WILL BE FILED

EXHIBIT “F”
(See Definition of “Commercial Tort Claims”)

COMMERCIAL TORT CLAIMS

[Describe parties, case number (if applicable), nature of dispute]

EXHIBIT “G”
(See Section 3.10 of Security Agreement”)

FEDERAL EMPLOYER IDENTIFICATION NUMBER;
STATE ORGANIZATION NUMBER; JURISDICTION OF INCORPORATION

GRANTOR[1]	Federal Employer Identification Number	Type of Organization	State of Organization or Incorporation	State Organization Number
YRC Worldwide Inc.	[__________]	Corporation	Delaware	[__________]
[Other Grantors to Come]	[__________]	[__________]	[__________]	[__________]

(1) Company to confirm.

EXHIBIT “H”
(See Section 3.14 of Security Agreement)

DEPOSIT ACCOUNTS

Name of Grantor	Name of Institution	Account Number	Balance

SECURITIES ACCOUNTS

Name of Grantor	Name of Institution	Account Number	Balance

ANNEX I

to

PLEDGE AND SECURITY AGREEMENT

Reference is hereby made to the Pledge and Security Agreement (as amended, restated, supplemented, restructured, renewed, extended, replaced or otherwise modified from time to time (the "Agreement"), dated as of July 22, 2011, made by each of YRC Worldwide Inc., a Delaware corporation (the "Company"), and the Subsidiaries of the Company listed on the signature pages thereto (together with the Company, the "Initial Grantors", and together with any additional Subsidiaries, including the undersigned, which become parties thereto by executing a Supplement in substantially the form hereof, the "Grantors"), in favor of the Collateral Trustee. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Agreement.

By its execution below, the undersigned, [NAME OF NEW GRANTOR], a [   ] [corporation/limited liability company/limited partnership] (the "New Grantor"), agrees to become, and does hereby become, a Grantor under the Agreement and agrees to be bound by the Agreement as if originally a party thereto. The New Grantor hereby pledges, collaterally assigns and grants to the Collateral Trustee (for the benefit of the Secured Parties) a security interest in all of the New Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Collateral to secure the prompt and complete payment and performance when due of the Secured Obligations.

By its execution below, the New Grantor represents and warrants as to itself that, as of the date hereof, all of the representations and warranties contained in the Agreement are true and correct in all material respects, that the supplements to the Exhibits to the Agreement attached hereto are true and correct in all material respects, and that such supplements set forth all information required to be scheduled by it under the Agreement. New Grantor agrees to take all steps necessary and required under the Agreement to perfect, in favor of the Collateral Trustee, a second-priority security interest in and Lien against New Grantor's Collateral (which for the avoidance of doubt shall not include Excluded Property).

IN WITNESS WHEREOF, the New Grantor has executed and delivered this Annex I counterpart to the Agreement as of this   day of   ,   .

[NAME OF NEW GRANTOR]

By: ______________________________
Title:

Exhibit 10.14

EXECUTION COPY

AMENDED AND RESTATED INTERCREDITOR AGREEMENT

This Amended and Restated Intercreditor Agreement (this "**Agreement**"), dated as of July 22, 2011, is among JPMorgan Chase Bank, National Association, as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined below, the "**Bank Group Representative**") for the Bank Group Secured Parties (as defined below), Wilmington Trust Company, as Agent (in such capacity, with its successors and permitted assigns, and as more specifically defined below, the "**Pension Fund Representative**") for the Pension Fund Secured Parties (as defined below), U.S. Bank National Association, as Collateral Trustee (not individually, but solely in such capacity, with its successors and permitted assigns, and as more specifically defined below, the "**Convertible Note Representative**") for the Convertible Note Secured Parties (as defined below), solely for the purposes of Sections 3.1(c) and 11.3, JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, with its successors and permitted assigns, and as more specifically defined below, the "**ABL Representative**") for the ABL Secured Parties (as defined below), YRC Worldwide Inc. (the "**Company**") and each of the other Bank Group Loan Parties (as defined below) party hereto.

WHEREAS, the Company, the Bank Group Representative and certain financial institutions and other entities are party to that certain Amended and Restated Credit Agreement dated as of July 22, 2011 by and among the Company, certain subsidiaries of the Company, certain financial institutions as lenders and agents and JPMorgan Chase Bank, National Association as administrative agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Existing Bank Group Agreement**"), pursuant to which such financial institutions have agreed to make loans and extend other financial accommodations to the Company; and

WHEREAS, certain subsidiaries of the Company, the Pension Fund Representative and certain other entities are party from time to time to that certain Amended and Restated Contribution Deferral Agreement dated as of July 22, 2011 (subject to the terms of Section 6.1(d), as amended, restated, supplemented or otherwise modified from time to time, the "**Existing Pension Fund Agreement**"), pursuant to which such other entities have agreed to defer certain pension contribution payments owed by certain of the Company's subsidiaries; and

WHEREAS, the Company, the other Bank Group Loan Parties and U.S. Bank National Association, as Trustee (in such capacity, with its successors and permitted assigns, the "**Restructuring Convertible Note Representative**") are party to that certain Indenture dated as of July 22, 2011 (subject to the terms of Section 6.1(d), as amended, restated, supplemented or otherwise modified from time to time, the "**2011 Restructuring Note Indenture**"), pursuant to which the Company shall have issued the Company's 10% Series A Convertible Senior Secured Notes due 2015 to the holders thereunder; and

WHEREAS, the Company, the other Bank Group Loan Parties and U.S. Bank National Association, as Trustee (in such capacity, with its successors and permitted assigns, the "**New Money Convertible Note Representative**") are party to that certain Indenture dated as of July 22, 2011 (subject to the terms of Section 6.1(d), as amended, restated, supplemented or otherwise modified from time to time, the "**2011 New Money Note Indenture**"), pursuant to which the Company shall have issued the Company's 10% Series B Convertible Senior Secured Notes due 2015 to the holders thereunder; and

WHEREAS, the Company, the other Bank Group Loan Parties, the New Money Convertible Note Representative, the Restructuring Convertible Note Representative and the Convertible Note Representative are party to that certain Collateral Trust Agreement dated as of July 22, 2011 (subject to the terms of Section 6.1(d), as amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Trust Agreement**"), pursuant to which the Convertible Note Representative will hold certain of the Common Collateral in trust for the benefit of the Convertible Note Secured Parties.

WHEREAS, YRCW Receivables, LLC, a wholly-owned special purpose bankruptcy-remote subsidiary of the Company (the "**ABL Borrower**"), the Company, as servicer, the ABL Representative and certain financial institutions and other entities are party to that certain Credit Agreement, dated as of July 22, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**2011 ABL Agreement**"), pursuant to which such financial institutions have agreed to make loans and extend other financial accommodations to the ABL Borrower secured by, inter alia, a first priority Lien on accounts receivables and related assets of the ABL Borrower; and

WHEREAS, the Company and the other Bank Group Loan Parties have granted to the Bank Group Representative security interests in substantially all of the property and assets of the Bank Group Loan Parties, including, without limitation, the Common Collateral, as security for payment and performance of the Bank Group Obligations, which Liens are senior to the Junior Liens granted to the Convertible Note Representative in all Common Collateral and to the Junior Liens granted to the Pension Fund Representative in certain Pension Fund Collateral, and junior to the Senior Liens granted to the Pension Fund Representative in certain other Pension Fund Collateral, on behalf of the applicable Secured Parties, in order of priority set forth herein; and

WHEREAS, the Company and the other Bank Group Loan Parties have granted to the Convertible Note Representative security interests in substantially all of the property and assets of the Bank Group Loan Parties, including, without limitation, the Common Collateral (but exclusive of security interests on leasehold interests in respect of which the Bank Group Representative shall have a Lien as of the date of this Agreement and such other assets as are expressly excluded from the Lien of the Convertible Note Representative pursuant to the terms of the Convertible Note Security Documents) as security for payment and performance of the Convertible Note Obligations, which Liens are junior to the Senior Liens granted to the Bank Group Representative in all of the Common Collateral and the Pension Fund Representative in the Pension Priority Common Collateral, on behalf of the applicable Secured Parties, and senior to the Junior Liens granted to the Pension Fund Representative in the applicable Pension Fund Collateral, in order of priority as set forth herein; and

WHEREAS, the Company and the other Pension Fund Obligors (as defined below) have granted to the Pension Fund Representative security interests in the Pension Fund Collateral as security for payment and performance of the Pension Fund Obligations, which Liens are senior to the Junior Liens granted to the Bank Group Representative and the Convertible Note

Representative in the applicable Pension Fund Collateral and junior to the Senior Liens and Junior Second Liens granted to the Bank Group Representative and the Convertible Note Representative, as applicable, in the applicable Pension Fund Collateral, in order of priority set forth herein; and

WHEREAS, pursuant to the Bank Group Documents, the Pension Fund Documents and the Convertible Note Documents, each of the Bank Group Secured Parties, the Pension Fund Secured Parties and the Convertible Note Secured Parties, respectively, have agreed to permit the grant of such other security interests on the terms and conditions of this Agreement;

WHEREAS, the Company, certain of the Bank Group Loan Parties, the Bank Group Representative and the Pension Fund Representative are parties to that certain Intercreditor Agreement, dated as of June 17, 2009 (as amended, the "**Existing Intercreditor Agreement**"), and pursuant to this Agreement, each of the parties to the Existing Intercreditor Agreement desire to amend and restate the Existing Intercreditor Agreement in its entirety;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and other good and valuable consideration, the existence and sufficiency of which is expressly recognized by all of the parties hereto, the parties agree as follows:

SECTION 1. *Definitions*.

1.1 Defined Terms. The following terms, as used herein, have the following meanings:

"ABL Agreement" means the collective reference to (a) the 2011 ABL Agreement, (b) any Additional ABL Agreement and (c) to the extent permitted under the applicable Loan Documents, any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the 2011 ABL Agreement, any Additional ABL Agreement or any other agreement or instrument referred to in this clause (c) unless such agreement or instrument expressly provides that it is not intended to be and is not a ABL Agreement hereunder (a **"Replacement ABL Agreement"**). Any reference to the ABL Agreement hereunder shall be deemed a reference to any ABL Agreement then extant.

"ABL Representative" has the meaning set forth in the introductory paragraph hereof but shall also include any Person identified as the "ABL Representative" in any ABL Agreement.

"Additional ABL Agreement" means any agreement approved for designation as such by the Bank Group Representative, the Pension Fund Representative, the Convertible Note Representative and the ABL Representative.

"Additional Bank Group Agreement" means, subject to the provisions of Section 2.2 of this Agreement, any agreement approved for designation as such by the Bank Group Representative, the Pension Fund Representative and the Convertible Note Representative.

"**Additional Convertible Note Agreement**" means the collective reference to any Additional New Money Convertible Note Agreement and any Additional Restructuring Convertible Note Agreement.

"**Additional Debt**" the meaning set forth in Section 11.3(b).

"Additional New Money Convertible Note Agreement" means, subject to the provisions of Section 2.2 of this Agreement, any agreement approved for designation as such by the Bank Group Representative, the Pension Fund Representative and the Convertible Note Representative.

"Additional Pension Fund Agreement" means, subject to the provisions of Section 2.2 of this Agreement, any agreement approved for designation as such by the Bank Group Representative, the Pension Fund Representative and the Convertible Note Representative.

"Additional Restructuring Convertible Note Agreement" means, subject to the provisions of Section 2.2 of this Agreement, any agreement approved for designation as such by the Bank Group Representative, the Pension Fund Representative and the Convertible Note Representative.

"Bank Group Agreement" means the collective reference to (a) the Existing Bank Group Agreement, (b) any Additional Bank Group Agreement and (c) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the Existing Bank Group Agreement, any Additional Bank Group Agreement or any other agreement or instrument referred to in this clause (c) unless such agreement or instrument expressly provides that it is not intended to be and is not a Bank Group Agreement hereunder (a **"Replacement Bank Group Agreement"**). Any reference to the Bank Group Agreement hereunder shall be deemed a reference to any Bank Group Agreement then extant.

"Bank Group Cash Management Obligations" means, with respect to any Bank Group Loan Party, any obligations of such Bank Group Loan Party owed to any Bank Group Secured Party in respect of treasury management arrangements, depositary or other cash management services pursuant to Banking Services Agreements (as defined in the Existing Bank Group Agreement).

"Bank Group Collateral" means all assets, whether now owned or hereafter acquired by the Company or any other Bank Group Loan Party, in which a Lien is granted or purported to be granted to, or for the benefit of, any Bank Group Secured Party as security for any Bank Group Obligations, including, without limitation, the Common Collateral.

"Bank Group Creditors" means the "Holders of Secured Obligations" as defined in the Bank Group Agreement.

"**Bank Group DIP Financing**" has the meaning set forth in Section 5.2(a).

"Bank Group Documents" means the Bank Group Agreement, each Bank Group Security Document and each Bank Group Guarantee.

"Bank Group Guarantee" means any guarantee by any Bank Group Loan Party of any or all of the Bank Group Obligations.

"Bank Group Lien" means any Lien created by the Bank Group Security Documents.

"Bank Group Loan Party" means the Company and each direct or indirect affiliate or shareholder (or equivalent) of the Company or any of its affiliates that is now or hereafter becomes a party to any Bank Group Document as a "Borrower", "Subsidiary Guarantor" or "Grantor" (as defined in the Existing Bank Group Agreement) or to any Convertible Note Document as an "Issuer", "Guarantor" or "Grantor" (as defined in the applicable Convertible Note Document). All references in this Agreement to any Bank Group Loan Party shall include such Bank Group Loan Party as a debtor-in-possession and any receiver or trustee for such Bank Group Loan Party in any Insolvency Proceeding.

"Bank Group Obligations" means (a) all principal of and interest (including without limitation any Post-Petition Interest) and premium (if any) on all loans made pursuant to the Bank Group Agreement, (b) all reimbursement obligations (if any), interest thereon (including without limitation any Post-Petition Interest) and obligations to post cash collateral with respect to any letter of credit or similar instruments issued pursuant to the Bank Group Agreement, (c) all "Swap Obligations" (as defined in the Existing Bank Group Agreement or any other Bank Group Document), (d) all Bank Group Cash Management Obligations, (e) all guarantee obligations, indemnification obligations, fees, expenses and other amounts payable from time to time pursuant to the Bank Group Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding and (f) all other Secured Obligations (as defined in the Existing Bank Group Agreement or any other Bank Group Document). To the extent any payment with respect to any Bank Group Obligation (whether by or on behalf of any Bank Group Loan Party, as proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession or trustee, any Pension Fund Secured Party, any Convertible Note Secured Party, any receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the Bank Group Secured Parties, be deemed to be reinstated and outstanding as if such payment had not occurred. For the avoidance of doubt, no Excess Obligations shall be Bank Group Obligations.

"Bank Group Obligations Payment Date" means the first date on which (a) the Bank Group Obligations (other than those that constitute Bank Group Unasserted Contingent Obligations) have been Paid in Full (or cash collateralized in accordance with the terms of the Bank Group Documents), (b) all commitments to extend credit under the Bank Group Documents have been terminated, (c) there are no outstanding letters of credit or similar instruments issued under the Bank Group Documents (other than such as have been cash collateralized in accordance with the terms of the Bank Group Security Documents on terms satisfactory to the Bank Group Secured Parties), and (d) the Bank Group Representative has delivered a written notice to the Pension Fund Representative and the Convertible Note Representative stating that the events described in clauses (a), (b) and (c) have occurred to the

satisfaction of the Bank Group Secured Parties. Notwithstanding the foregoing, if at any time after the Bank Group Obligations Payment Date has occurred, any Bank Group Loan Party enters into any Bank Group Document evidencing a Bank Group Obligation which is permitted hereby and under the Convertible Note Documents, then such Bank Group Obligations Payment Date shall automatically be deemed not to have occurred for all purposes of this Agreement, and the obligations under such Bank Group Document shall automatically be treated as Bank Group Obligations for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Collateral set forth herein, and the collateral agent under such Bank Group Documents shall be the Bank Group Representative for all purposes of this Agreement. Upon receipt of a notice stating that any Bank Group Loan Party has entered into a new Bank Group Document (which notice shall include the identity of the new agent, such agent, the "**New Bank Group Agent**"), Pension Fund Representative and the Convertible Notes Representatives shall promptly enter into such documents and agreements (including amendments or supplements to this Agreement) as such Bank Group Loan Party or such New Bank Group Agent may reasonably request in order to provide to the New Bank Group Agent the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement.

"Bank Group Priority Common Collateral" means all assets that are both Bank Group Collateral and Convertible Note Collateral, other than Pension Priority Common Collateral.

"Bank Group Representative" has the meaning set forth in the introductory paragraph hereof and shall include any Person identified as a "Bank Group Representative" in any Bank Group Agreement.

"Bank Group Secured Parties" means the Bank Group Representative, the Bank Group Creditors and any other holders of the Bank Group Obligations.

"Bank Group Security Documents" means the "Security Agreement," the "Mortgages," the "Mortgage Instruments" and the other "Collateral Documents" as defined in the Existing Bank Group Agreement, and any other documents that are designated under the Existing Bank Group Agreement or any other Bank Group Agreement as "Bank Group Security Documents" for purposes of this Agreement.

"Bank Group Unasserted Contingent Obligations" means, at any time, Bank Group Obligations for taxes, costs, indemnifications, reimbursements, damages and other liabilities (excluding (a) the principal of, and interest and premium (if any) on, and fees and expenses relating to, any Bank Group Obligation and (b) contingent reimbursement obligations in respect of amounts that may be drawn under outstanding letters of credit) in respect of which no assertion of liability (whether oral or written) and no claim or demand for payment (whether oral or written) has been made (and, in the case of Bank Group Obligations for indemnification, no notice for indemnification has been issued by the indemnitee) at such time.

"Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended from time to time.

"**Collateral Trust Agreement**" has the meaning set forth in the fifth WHEREAS clause of this Agreement.

"Common Collateral" means, as the context may require, (i) the Bank Group Priority Common Collateral, with respect to the Bank Group Secured Parties, and to the extent applicable, the Convertible Note Secured Parties and, to the extent applicable, the Pension Fund Secured Parties and (ii) the Pension Priority Common Collateral, with respect to the Pension Fund Secured Parties, the Bank Group Secured Parties and the Convertible Note Secured Parties. As used herein, as to any Secured Party, "applicable Common Collateral" means Common Collateral in which such Secured Party holds a Senior Lien or a Junior Lien.

"Company" has the meaning set forth in the introductory paragraph hereof.

"**Comparable Bank Group Security Document**" means, in relation to any Pension Priority Common Collateral subject to any Pension Fund Security Document creating a Senior Lien, that Bank Group Security Document that creates a Junior Lien in the same Pension Priority Common Collateral, granted by the same Pension Fund Obligor.

"Comparable Convertible Note Security Document" means, in relation to any Bank Group Security Document creating a Junior Second Lien, or in relation to any Bank Group Priority Common Collateral subject to any Bank Group Security Document creating a Senior Lien, or in relation to any Pension Fund Collateral subject to any Bank Group Security Document creating a Senior Lien or a Junior Second Lien or any Pension Fund Security Document creating a Senior Lien, that Convertible Note Security Document that creates a Junior Second Lien or Junior Third Lien, as applicable, in the same applicable Common Collateral, granted by the same Pension Fund Obligor or Bank Group Loan Party, as applicable.

"Comparable Pension Fund Security Document" means, in relation to any Pension Fund Collateral subject to any Bank Group Security Document creating a Senior Lien and a Convertible Note Security Document creating a Junior Second Lien, that Pension Fund Security Document that creates a Junior Third Lien in the same Pension Fund Collateral, granted by the same Pension Fund Obligor, as applicable.

"Convertible Note Agreement" means the collective reference to the applicable New Money Convertible Note Agreement and the Restructuring Convertible Note Agreement.

"Convertible Note Collateral" means all assets, whether now owned or hereafter acquired by the Company or any other Bank Group Loan Party, in which a Lien is granted or purported to be granted to, or for the benefit of, the Convertible Note Representative as security for any Convertible Note Obligation.

"Convertible Note Creditors" means the collective reference to the applicable New Money Convertible Note Creditors and the Restructuring Convertible Note Creditors.

"Convertible Note Documents" means the collective reference to the applicable New Money Convertible Note Documents and the Restructuring Convertible Note Documents.

"Convertible Note Guarantee" means the collective reference to the applicable New Money Convertible Note Guarantee and the Restructuring Convertible Note Guarantee.

"Convertible Note Lien" means the collective reference to the applicable New Money Convertible Note Lien and the Restructuring Convertible Note Lien.

"Convertible Note Obligations" means the collective reference to the "Secured Obligations" (under and as defined in the Collateral Trust Agreement), the applicable New Money Convertible Note Obligations and the applicable Restructuring Convertible Note Obligations.

"Convertible Note Representative" has the meaning set forth in the introductory paragraph hereof, but shall also include any Person identified as a "Convertible Note Representative" in any Convertible Note Agreement.

"Convertible Note Secured Parties" means the collective reference to the Collateral Trustee, the applicable New Money Convertible Note Secured Parties and the applicable Restructuring Convertible Note Secured Parties.

"Convertible Note Security Documents" means the collective reference to the applicable New Money Convertible Note Security Documents and the Restructuring Convertible Note Security Documents.

"Enforcement Action" means, with respect to the Bank Group Obligations, the Pension Fund Obligations or the Convertible Note Obligations, the exercise of any rights and remedies with respect to any applicable Common Collateral securing such obligations or the commencement or prosecution of enforcement of any of the rights and remedies under, as applicable, the Bank Group Documents, the Pension Fund Documents, the Convertible Note Documents or applicable law, including without limitation the exercise of any rights of set-off or recoupment, and the exercise of any rights or remedies of a secured creditor under the Uniform Commercial Code of any applicable jurisdiction or under the Bankruptcy Code.

"**Escrow Accounts**" means those certain escrow accounts established by the Company with JPMorgan Chase Bank, N.A., as escrow agent, pursuant to (i) that certain Incentive Payments Escrow Agreement, dated as of July 22, 2011 and (ii) that certain Delivery/Collections Escrow Agreement, dated as of July 22, 2011, each providing for the release of escrowed money for the specified purposes set forth therein ((i) and (ii), collectively, the "**Escrow Agreements**").

"**Excess Obligations**" has the meaning set forth in Section 2.2.

"**Exigent Circumstance**" means an event or circumstance that materially and imminently threatens the ability of a Secured Party to realize upon all or a material portion of the applicable Common Collateral, such as, without limitation, fraudulent removal, concealment, destruction (other than to the extent covered by insurance), material waste or abscondment thereof.

"Existing Bank Group Agreement" has the meaning set forth in the first WHEREAS clause of this Agreement.

"Existing Pension Fund Agreement" has the meaning set forth in the second WHEREAS clause of this Agreement.

"Insolvency Proceeding" means any proceeding in respect of bankruptcy, insolvency, winding up, receivership, dissolution or assignment for the benefit of creditors, in each of the foregoing events whether under the Bankruptcy Code or any similar federal, state or foreign bankruptcy, insolvency, reorganization, receivership or similar law.

"**Junior Lien**" means, as the context may require, a Junior Second Lien and/or a Junior Third Lien.

"**Junior Second Lien**" means any Lien granted by the Company or one of its subsidiaries either to the Bank Group Representative for the benefit of the Bank Group Secured Parties or to the Convertible Note Representative for the benefit of the Convertible Note Secured Parties which is intended by the terms of the document granting such Lien to be a second priority Lien junior to the Senior Lien on the same Common Collateral and identified as such on Schedule B attached hereto; provided that it is understood and agreed that the Convertible Note Representative shall not have a Lien on leasehold interests in respect of which the Bank Group Representative shall have a Lien as of the date of this Agreement and such other assets as are expressly excluded from the Lien of the Convertible Note Representative pursuant to the terms of the Convertible Note Security Documents.

"**Junior Secured Obligations**" means, at any time of determination, with respect to any Common Collateral, the Bank Group Obligations, the Convertible Note Obligations and/or the Pension Fund Obligations, in each case, to the extent such obligations are secured by a Junior Lien.

"**Junior Secured Parties**" means, at any time of determination, with respect to any Common Collateral, the Secured Parties that at that time are secured by Junior Liens on such Common Collateral.

"**Junior Secured Representative**" means, as of any date of determination, any Representative with respect to the then Junior Secured Parties.

"**Junior Third Lien**" means any Lien granted by the Company or one of its subsidiaries either to the Pension Fund Representative for the benefit of the Pension Fund Secured Parties or to the Convertible Note Representative for the benefit of the Convertible Note Secured Parties which is intended by the terms of the document granting such Lien to be a third priority Lien junior to the Senior Lien and Junior Second Lien on the same Common Collateral and identified as such on Schedule C attached hereto; provided that it is understood and agreed that the Convertible Note Representative shall not have a Lien on leasehold interests in respect of which the Bank Group Representative shall have a Lien as of the date of this Agreement and such other assets as are expressly excluded from the Lien of the Convertible Note Representative pursuant to the terms of the Convertible Note Security Documents.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, deed to secure debt, lien, pledge, hypothecation, assignment, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"**Loan Documents**" means the Bank Group Documents, the Convertible Note Documents and/or the Pension Fund Documents, as applicable.

"**Mortgage**" means any mortgage, deed of trust, deed and similar instrument.

"New Money Convertible Note Agreement" means the collective reference to (a) the 2011 New Money Note Indenture, (b) any Additional New Money Convertible Note Agreement and (c) any other agreement, loan agreement, note agreement, promissory note, indenture, or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the 2011 New Money Note Indenture, any Additional New Money Convertible Note Agreement or any other agreement or instrument referred to in this clause (c) unless such agreement expressly provides that it is not intended to be and is not a New Money Convertible Note Agreement. Any reference to the New Money Convertible Note Agreement hereunder shall be deemed a reference to any New Money Convertible Note Agreement then extant.

"New Money Convertible Note Creditors" means the "Holders", "Trustee" and "Collateral Trustee", each as defined in the New Money Convertible Note Agreement, or any Persons that are designated under the New Money Convertible Note Agreement as the "New Money Convertible Note Creditors" for purposes of this Agreement.

"New Money Convertible Note Documents" means each New Money Convertible Note Agreement, each New Money Convertible Note Security Document and each New Money Convertible Note Guarantee.

"New Money Convertible Note Guarantee" means any guarantee by any Bank Group Loan Party of any or all of the New Money Convertible Note Obligations.

"New Money Convertible Note Lien" means any Lien created by the New Money Convertible Note Security Documents.

"New Money Convertible Note Obligations" means (a) all Secured Obligations (as defined in the 2011 New Money Note Indenture) with respect to the Securities under (and as defined in) the 2011 New Money Note Indenture), including all principal and interest (including without limitation any Post-Petition Interest) and premium (if any), (b) all principal and interest (including without limitation any Post-Petition Interest) and premium if any on all amounts due under any New Money Convertible Note Document and (c) all guarantee obligations, indemnification obligations, fees, expenses (including the fees and expenses of the New Money Convertible Note Representative, the New Money Convertible Note Representative's agents, professional advisors and counsel) and other amounts payable from time to time pursuant to the New Money Convertible Note Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding. To the extent any payment with respect to any New Money Convertible Note Obligation (whether by or on behalf of any Bank Loan Party, as proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent

conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession or trustee, any Bank Group Secured Party, any Restructuring Convertible Note Secured Party or any Pension Fund Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the New Money Convertible Note Secured Parties, be deemed to be reinstated and outstanding as if such payment had not occurred. For the avoidance of doubt, no Excess Obligations shall be New Money Convertible Note Obligations.

"New Money Convertible Note Representative" has the meaning set forth in the fourth WHEREAS clause of this Agreement, but shall also include any Person identified as a "New Money Convertible Note Representative" in any New Money Convertible Note Agreement.

"New Money Convertible Note Secured Parties" means the New Money Convertible Note Representative, the New Money Convertible Note Creditors and any other holders of the New Money Convertible Note Obligations.

"New Money Convertible Note Security Documents" means the Collateral Trust Agreement, the "Collateral Documents" as defined in the New Money Convertible Note Agreement and any documents that are designated under the New Money Convertible Note Agreement as "New Money Convertible Note Security Documents" for purposes of this Agreement.

"**Officer**" means the chief executive officer, the president, any vice president, the chief operating officer or any chief financial officer or treasurer of the Company. Any document delivered hereunder that is signed by an Officer of the Company shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of the Company and such Officer shall be conclusively presumed to have acted on behalf of the Company.

"**Originator Intercreditor Agreement**" means that certain intercreditor agreement, dated as of July 22, 2011, by and among, the ABL Representative, YRC Inc., USF Reddaway Inc., USF Holland Inc. and YRCW Receivables LLC, as may be amended, restated, supplemented or otherwise modified from time to time.

"**Originator Subordinated Secured Notes**" means those certain promissory notes evidencing the subordinated secured loans made by YRC Inc., USF Reddaway Inc. and USF Holland Inc. to YRCW Receivables LLC, as may be amended, restated, supplemented, renewed, extended or otherwise modified from time to time, in each case made pursuant a sale agreement entered into in connection with the ABL Agreement.

"**Other Obligations**" has the meaning set forth in Section 11.14.

"**Payment in Full**" means, with respect to any obligations, the occurrence of the following: (a) such obligations have been indefeasibly paid in cash in full (or cash collateralized in accordance with the terms of the documents governing or evidencing such obligations), (b) the termination of all commitments to extend credit under the documents governing or evidencing such obligations, (c) there being no outstanding letters of credit or similar instruments issued under the documents governing or evidencing such obligations, and (d) the applicable representative has delivered a written notice to the other parties hereto stating that the events described in clauses (a), (b) and (c) have occurred. "Paid in Full" shall have the corresponding meaning.

"Pension Fund Agreement" means the collective reference to (a) the Existing Pension Fund Agreement, (b) any Additional Pension Fund Agreement and (c) any other agreement, loan agreement, note agreement, promissory note, indenture, or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the Existing Pension Fund Agreement, any Additional Pension Fund Agreement or any other agreement or instrument referred to in this clause (c) unless such agreement expressly provides that it is not intended to be and is not a Pension Fund Agreement. Any reference to the Pension Fund Agreement hereunder shall be deemed a reference to any Pension Fund Agreement then extant.

"Pension Fund Collateral" means all assets, whether now owned or hereafter acquired by the Company or any other Pension Fund Obligor, in which a Lien is granted or purported to be granted to the Pension Fund Representative as security for any Pension Fund Obligations.

"Pension Fund Creditors" means the "Funds" and "Agent" each as defined in the Pension Fund Agreement, or any Persons that are designated under the Pension Fund Agreement as the "Pension Fund Creditors" for purposes of this Agreement.

"Pension Fund Documents" means each Pension Fund Agreement, each Pension Fund Security Document and each Pension Fund Guarantee.

"Pension Fund Guarantee" means any guarantee by any Bank Group Loan Party of any or all of the Pension Fund Obligations.

"Pension Fund Lien" means any Lien created by the Pension Fund Security Documents.

"Pension Fund Obligations" means (a) all Deferred Pension Payments (as defined in the Existing Pension Fund Agreement), all Deferred Interest (as defined in the Existing Pension Fund Agreement) and any other obligations relating to deferred payments or otherwise in the nature of "principal" under the Pension Fund Agreement, interest (including without limitation any Post-Petition Interest) on all payment obligations under the Pension Fund Agreement, and (b) all guarantee obligations, indemnification obligations, fees, expenses (including the fees and expenses of the Pension Fund Representative, the Pension Fund Representative's agents, professional advisors and counsel) and other amounts payable from time to time pursuant to the Pension Fund Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding. To the extent any payment with respect to any Pension Fund Obligation (whether by or on behalf of any Pension Fund Obligor, as proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession or trustee, any Bank Group Secured Party, Convertible Note Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the Pension Fund Secured Parties, be deemed to be reinstated and outstanding as if such payment had not occurred. For the avoidance of doubt, no Excess Obligations shall be Pension Fund Obligations.

“**Pension Fund Obligors**” means YRC Inc., USF Holland Inc., New Penn Motor Express, Inc., USF Reddaway Inc., USF Glen Moore Inc. and Transcontinental Lease, S. de R.L. de C.V. and each other Person (other than the Pension Fund Representative) who executes the Pension Fund Guarantee. All references in this Agreement to any Pension Fund Obligor shall include such Pension Fund Obligor as a debtor-in-possession and any receiver or trustee for such Pension Fund Obligor in any Insolvency Proceeding.

“Pension Fund Representative” has the meaning set forth in the introductory paragraph hereof, but shall also include any Person identified as a “Pension Fund Representative” in any Pension Fund Agreement.

“Pension Fund Secured Party” means the Pension Fund Representative, the Pension Fund Creditors and any other holders of the Pension Fund Obligations.

“Pension Fund Security Documents” means the “Collateral Documents” as defined in the Pension Fund Agreement and any documents that are designated under the Pension Fund Agreement as “Pension Fund Security Documents” for purposes of this Agreement.

“Pension Priority Common Collateral” means all assets that are concurrently Bank Group Collateral, Pension Fund Collateral and Convertible Note Collateral on which the Pension Fund Representative has a Senior Lien as set forth on Schedule A hereto.

“Person” means any person, individual, sole proprietorship, partnership, joint venture, corporation, limited liability company, unincorporated organization, association, institution, entity, party, including any government and any political subdivision, agency or instrumentality thereof.

“Post-Petition Interest” means any interest or entitlement to fees or expenses or other charges that accrues after the commencement of any Insolvency Proceeding, whether or not allowed or allowable in any such Insolvency Proceeding.

“**Recovery**” has the meaning set forth in Section 5.5.

“Replacement ABL Agreement” has the meaning set forth in the definition of “ABL Agreement”.

“Replacement Bank Group Agreement” has the meaning set forth in the definition of “Bank Group Agreement”.

“**Representative**” means the Bank Group Representative, Pension Fund Representative, the Convertible Note Representative or the representative for any other Secured Parties that becomes a party to this Agreement.

“Restructuring Convertible Note Agreement” means the collective reference to (a) the 2011 Restructuring Note Indenture, (b) any Additional Restructuring Convertible Note Agreement and (c) any other agreement, loan agreement, note agreement, promissory note, indenture, or other agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has been incurred to extend, replace, refinance or refund in whole or in part the indebtedness and other obligations outstanding under the 2011 Restructuring Note Indenture, any Additional Restructuring Convertible Note Agreement or any other agreement or instrument referred to in this clause (c) unless such agreement expressly provides that it is not intended to be and is not a Restructuring Convertible Note Agreement. Any reference to the Restructuring Convertible Note Agreement hereunder shall be deemed a reference to any Restructuring Convertible Note Agreement then extant.

“Restructuring Convertible Note Creditors” means the “Holders”, “Trustee” and “Collateral Trustee”, each as defined in the Restructuring Convertible Note Agreement, or any Persons that are designated under the Restructuring Convertible Note Agreement as the “Restructuring Convertible Note Creditors” for purposes of this Agreement.

“Restructuring Convertible Note Documents” means each Restructuring Convertible Note Agreement, each Restructuring Convertible Note Security Document and each Restructuring Convertible Note Guarantee.

“Restructuring Convertible Note Guarantee” means any guarantee by any Bank Group Loan Party of any or all of the Restructuring Convertible Note Obligations.

“Restructuring Convertible Note Lien” means any Lien created by the Restructuring Convertible Note Security Documents.

“Restructuring Convertible Note Obligations” means (a) all Secured Obligations (as defined in the 2011 Restructuring Note Indenture) with respect to the Securities under (and as defined in) the 2011 Restructuring Note Indenture), including all principal and interest (including without limitation any Post-Petition Interest) and premium (if any), (b) all principal and interest (including without limitation any Post-Petition Interest) and premium if any on all amounts due under any Restructuring Convertible Note Document and (c) all guarantee obligations, indemnification obligations, fees, expenses (including the fees and expenses of the Restructuring Convertible Note Representative, the Restructuring Convertible Note Representative’s agents, professional advisors and counsel) and other amounts payable from time to time pursuant to the Restructuring Convertible Note Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding. To the extent any payment with respect to any Restructuring Convertible Note Obligation (whether by or on behalf of any Bank Loan Party, as proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession or trustee, any Bank Group Secured Party, any New Money Convertible Note Secured Party or any Pension Fund Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the Restructuring Convertible Note Secured Parties, be deemed to be reinstated and outstanding as if such payment had not occurred. For the avoidance of doubt, no Excess Obligations shall be Restructuring Convertible Note Obligations.

"Restructuring Convertible Note Representative" has the meaning set forth in the third WHEREAS clause of this Agreement, but shall also include any Person identified as a "Restructuring Convertible Note Representative" in any Restructuring Convertible Note Agreement.

"Restructuring Convertible Note Secured Parties" means the Restructuring Convertible Note Representative, the Restructuring Convertible Note Creditors and any other holders of the Restructuring Convertible Note Obligations.

"Restructuring Convertible Note Security Documents" means the Collateral Trust Agreement, the "Collateral Documents" as defined in the Restructuring Convertible Note Agreement and any documents that are designated under the Restructuring Convertible Note Agreement as "Restructuring Convertible Note Security Documents" for purposes of this Agreement.

"Secondary Secured Parties" has the meaning set forth in Section 3.1(b).

"Secured Parties" means, as the context may require, the Bank Group Secured Parties, the Pension Fund Secured Parties and/or the Convertible Note Secured Parties.

"**Senior Lien**" means (A) initially, any Lien granted by (i) the Company or one of the other Bank Group Loan Parties to the Bank Group Representative for the benefit of the Bank Group Secured Parties or (ii) the Company or one of the other Pension Fund Obligors to the Pension Fund Representative for the benefit of the Pension Fund Secured Parties, as applicable, which is intended by the terms of the document granting such Lien to be a first priority Lien senior to all other Liens (other than (a) with respect to any such Lien of the Bank Group Representative, "Permitted Encumbrances" as defined in the Existing Bank Group Agreement, and any other Lien expressly permitted to have priority over the Bank Group Lien pursuant to the applicable Bank Group Document and (b) with respect to any such Lien of the Pension Fund Representative, "Permitted Liens" as defined in the Existing Pension Fund Agreement) and identified as such on Schedule A attached hereto and (B) upon the Payment in Full of the obligations secured by any of the Liens referenced in clause (A) above and the discharge of the corresponding Lien, the Junior Second Lien with respect to the applicable Common Collateral, and upon the Payment in Full of the obligations secured by such Junior Second Lien and the discharge of such Junior Second Lien, the Junior Third Lien.

"**Senior Secured Obligations**" means, as of any date of determination, with respect to any Common Collateral, the Bank Group Obligations if they are then secured by a Senior Lien with respect to such Common Collateral, the Convertible Note Obligations if they are then secured by a Senior Lien with respect to such Common Collateral or the Pension Fund Obligations if they are then secured by a Senior Lien with respect to such Common Collateral.

"**Senior Secured Parties**" means, as of any date of determination, with respect to any Common Collateral, the Secured Parties that are secured by the then Senior Lien on such Common Collateral.

"**Senior Secured Representative**" means, as of any date of determination, the Representative with respect to the then Senior Secured Parties.

“Standstill Period” has the meaning set forth in Section 3.1(b).

“**Trigger Notice**” has the meaning set forth in Section 8.5 of this Agreement.

“2011 ABL Agreement” has the meaning set forth in the sixth WHEREAS clause of this Agreement.

“2011 Convertible Note Indenture” means, as the context may require, the 2011 New Money Note Indenture or the 2011 Restructuring Note Indenture.

“2011 New Money Note Indenture” has the meaning set forth in the fourth WHEREAS clause of this Agreement.

“2011 Restructuring Note Indenture” has the meaning set forth in the third WHEREAS clause of this Agreement.

“Uniform Commercial Code” means the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Bank Group Documents.

1.2 Amended Agreements. All references in this Agreement to agreements or other contractual obligations shall, unless otherwise specified, be deemed to refer to such agreements or contractual obligations as amended, supplemented, restated, modified, replaced, refinanced, renewed or extended from time to time.

SECTION 2. *Lien Priorities*.

2.1 Subordination of Liens. (a) Notwithstanding the date, manner or order of grant, attachment or perfection of any Junior Lien in respect of any applicable Common Collateral or of any Senior Lien in respect of any Common Collateral and notwithstanding any provision of the Uniform Commercial Code, any applicable law, any security agreement, any alleged or actual defect or deficiency in any of the foregoing or any other circumstances whatsoever, the Bank Group Representative on behalf of each of the Bank Group Secured Parties, the Pension Fund Representative on behalf of the Pension Fund Secured Parties and the Convertible Note Representative on behalf of the Convertible Note Secured Parties with respect to such applicable Common Collateral hereby agrees that (i) any Senior Lien in respect of such Common Collateral, regardless of how acquired, whether by grant, statute, operation of law, segregation or otherwise, shall be and shall remain senior and prior to any Junior Lien in respect of such Common Collateral, (ii) any Junior Second Lien in respect of such Common Collateral, regardless of how acquired, whether by grant, statute, operation of law, segregation or otherwise, shall be and shall remain senior and prior to any Junior Third Lien in respect of such Common Collateral, (iii) any Junior Second Lien in respect of such Common Collateral, regardless of how acquired, whether by grant, statute, operation of law, segregation or otherwise, shall be junior and subordinate in all respects to any Senior Lien in respect of such Common Collateral and (iv) any Junior Third Lien in respect of such Common Collateral, regardless of how acquired, whether by grant, statute, operation of law, segregation or otherwise, shall be junior and subordinate in all respects to any Senior Lien and any Junior Second Lien in respect of such Common Collateral. For the avoidance of doubt, the lien priorities with respect to the Common Collateral are set forth on Schedule D attached hereto.

(b) No Bank Group Secured Party, Convertible Note Secured Party or Pension Fund Secured Party shall object to or contest, or support any other Person in contesting or objecting to, in any proceeding (including without limitation, any Insolvency Proceeding), the validity, extent, perfection, priority or enforceability of any security interest of any Secured Party in any applicable Common Collateral. Notwithstanding any failure by any Bank Group Secured Party, Convertible Note Secured Party or Pension Fund Secured Party to perfect its security interests in any applicable Common Collateral or any avoidance, invalidation or subordination by any third party or court of competent jurisdiction of the security interests in any applicable Common Collateral granted to the Bank Group Secured Parties, the Convertible Note Secured Parties or the Pension Fund Secured Parties, the priority and rights as between the Bank Group Secured Parties, the Convertible Note Secured Parties and the Pension Fund Secured Parties with respect to any applicable Common Collateral shall be as set forth herein. Without limiting the generality of the foregoing, for purposes of this Agreement, including Section 4.1 hereof, (i) the Pension Fund Representative shall be deemed to have a validly granted and perfected Senior Lien on the Pension Priority Common Collateral described on Attachment A-2 to Schedule A as security for the Pension Fund Obligations as of the date hereof, and (ii) the Convertible Note Representative shall be deemed to have a validly granted and perfected Junior Second Lien on the Pension Fund Collateral described on Attachment B-2 to Schedule B as security for the Convertible Note Obligations as of the date hereof, in each case, regardless whether any such Lien has been so granted or perfected as of such date.

2.2 Nature of Obligations. Each of the Pension Fund Representative on behalf of itself and the other Pension Fund Secured Parties and the Convertible Note Representative on behalf of the applicable Convertible Note Secured Parties acknowledges that subject to the terms of Section 6.1, the amount of Bank Group Obligations that may be outstanding at any time or from time to time may be increased or reduced and subsequently increased, and that the terms of the Bank Group Obligations may be modified, extended or amended from time to time, and that the aggregate amount of the Bank Group Obligations may be increased, replaced or refinanced, in each event, without notice to or consent by the Pension Fund Secured Parties or the Convertible Note Secured Parties and without affecting the provisions hereof. Each of the Bank Group Representative on behalf of itself and the other Bank Group Secured Parties, and the Convertible Note Representative on behalf of the Convertible Note Secured Parties acknowledges that, subject to the terms of Section 6.1, the amount of Pension Fund Obligations that may be outstanding at any time or from time to time may be increased or reduced and subsequently increased, and that the terms of the Pension Fund Obligations may be modified, extended or amended from time to time, and that the aggregate amount of the Pension Fund Obligations may be increased, replaced or refinanced, in each event, without notice to or consent by the Bank Group Secured Parties, or the Convertible Note Secured Parties and without affecting the provisions hereof. Each of the Bank Group Representative on behalf of itself and the other Bank Group Secured Parties and the Pension Fund Representative on behalf of the Pension Fund Secured Parties acknowledges that, subject to the terms of Section 6.1, the amount of Convertible Note Obligations that may be outstanding at any time or from time to time may be increased or reduced and subsequently increased, and that the terms of the Convertible Note

Obligations may be modified, extended or amended from time to time, and that the aggregate amount of the Convertible Note Obligations may be increased, replaced or refinanced, in each event, without notice to or consent by the Bank Group Secured Parties or the Pension Fund Secured Parties and without affecting the provisions hereof. The lien priorities provided in Section 2.1 shall not be altered or otherwise affected by any such amendment, modification, supplement, extension, repayment, reborrowing, increase, replacement, renewal, restatement or refinancing of any of the Bank Group Obligations, the Convertible Note Obligations, the Pension Fund Obligations or any portion thereof. Notwithstanding anything herein or in any applicable Loan Document to the contrary, the Secured Parties, the Bank Group Loan Parties and the Pension Fund Obligors agree that, except as provided in Section 5.2 with respect to permitted Bank Group DIP Financings:

(x) the excess of (i) the outstanding principal amount (including all reimbursement obligations in respect of letters of credit and assuming fully funded commitments in respect thereof, but excluding, for the avoidance of doubt, interest, fees, hedging obligations, indemnification and similar obligations and bank services obligations) of any of the Bank Group Obligations, including, without limitation, any such Bank Group Obligations arising pursuant to any amendment, modification, supplement, extension, repayment, reborrowing, replacement, renewal, restatement or refinancing of any such obligations and any such obligations arising under any Additional Bank Group Agreement, over (ii) the aggregate outstanding principal amount (including all reimbursement obligations in respect of letters of credit and assuming fully funded commitments in respect thereof, but excluding, for the avoidance of doubt, interest, fees, hedging obligations, indemnification and similar obligations and bank services obligations) of the Bank Group Obligations as of the date of this Agreement;

(y) the excess of (i) the outstanding principal amount (excluding, for the avoidance of doubt, interest, fees, indemnification and similar obligations) of any of the Pension Fund Obligations, including, without limitation, any such Pension Fund Obligations arising pursuant to any amendment, modification, supplement, extension, repayment, reborrowing, replacement, renewal, restatement or refinancing of any such obligations and any such obligations arising under any Additional Pension Fund Agreement, over (ii) the aggregate outstanding principal amount (excluding, for the avoidance of doubt, interest, fees, indemnification and similar obligations) of the Pension Fund Obligations as of the date of this Agreement; and

(z) the excess of (i) the outstanding principal amount (excluding, for the avoidance of doubt, interest (including interest paid in kind), fees, indemnification and similar obligations) of any of the Convertible Note Obligations, including, without limitation, any such Convertible Note Obligations arising pursuant to any amendment, modification, supplement, extension, repayment, reborrowing, replacement, renewal, restatement or refinancing of any such obligations and any such obligations arising under any Additional Convertible Note Agreement, over (ii) the aggregate outstanding principal amount (excluding, for the avoidance of doubt, interest (including interest paid in kind), fees, indemnification and similar obligations) of the Convertible Note Obligations as of the date of this Agreement;

shall not constitute Bank Group Obligations, Convertible Note Obligations or Pension Fund Obligations under this Agreement, as applicable (the excess amounts specified in clauses (x), (y) and (z), collectively, the "**Excess Obligations**"), but shall be deemed to be subordinated in Lien priority fully to the Bank Group Obligations, the Convertible Note Obligations and the Pension Fund Obligations (in each case, for the avoidance of doubt, other than any Excess Obligations), to the same extent that the Junior Liens are subordinated to the Senior Liens pursuant to this Agreement.

2.3 Agreements Regarding Actions to Perfect Liens. (a) The Pension Fund Representative agrees on behalf of itself and the other Pension Fund Secured Parties that all Mortgages now or thereafter filed against real property in favor of or for the benefit of the Pension Fund Secured Parties and/or the Pension Fund Representative to create a Junior Lien on Pension Fund Collateral shall be substantially in form attached to the Existing Pension Fund Agreement as Exhibit B-2 thereto or shall otherwise be reasonably satisfactory to the Bank Group Representative (or the Convertible Note Representative solely to the extent the Bank Group Obligations Payment Date has occurred) and shall contain the following notation (or such other notation as is reasonably acceptable to the Bank Group Representative (or the Convertible Note Representative solely to the extent the Bank Group Obligations Payment Date has occurred) and the Pension Fund Representative): "The lien created by this mortgage on the property described herein is junior and subordinate to (i) the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to JPMorgan Chase Bank, National Association, as Collateral Agent or as Administrative Agent (as applicable), and its successors and assigns and (ii) the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to U.S. Bank National Association, as Collateral Trustee, and its successors and assigns, in each case in such property, in accordance with the provisions of the Amended and Restated Intercreditor Agreement dated as of July 22, 2011 among JPMorgan Chase Bank, National Association, as Administrative Agent, Wilmington Trust Company, as Pension Fund Representative, U.S. Bank National Association, as Convertible Note Representative, solely for purposes of Sections 3.1(c) and 11.3 thereof, JPMorgan Chase Bank, N.A., as ABL Representative, and YRC Worldwide Inc., and the other parties referred to therein, as amended, restated, supplemented or otherwise modified from time to time."

(b) The Bank Group Representative agrees on behalf of itself and the other Bank Group Secured Parties that all Mortgages now or thereafter filed in favor of or for the benefit of the Bank Group Representative against Pension Fund Collateral in respect of which the Bank Group Representative shall have a Junior Lien shall be amended or otherwise modified pursuant to documentation in form reasonably satisfactory to the Pension Fund Representative to reflect that the Lien created thereby is a Junior Lien and shall contain the following notation (or such other notation as is reasonably acceptable to the Bank Group Representative and the Pension Fund Representative): "The lien created by this mortgage on the property described herein is junior and subordinate to the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to Wilmington Trust Company, as Collateral Trustee, and its successors and assigns, in such property, in accordance with the provisions of the Amended and Restated Intercreditor Agreement dated as of July 22, 2011 among JPMorgan

Chase Bank, National Association, as Administrative Agent, Wilmington Trust Company, as Pension Fund Representative, U.S. Bank National Association, as Convertible Note Representative, solely for purposes of Sections 3.1(c) and 11.3 thereof, JPMorgan Chase Bank, N.A., as ABL Representative, and YRC Worldwide Inc., and the other parties referred to therein, as amended, restated, supplemented or otherwise modified from time to time."

(c) The Convertible Note Representative agrees on behalf of the Convertible Note Secured Parties that all Mortgages now or thereafter filed against real property in favor of or for the benefit of the Convertible Note Secured Parties and/or the Convertible Note Representative to create a Junior Lien on Pension Priority Common Collateral shall be in form reasonably satisfactory to the Bank Group Representative (with respect to any Pension Fund Collateral in respect of which the Bank Group Representative shall have a Senior Lien or a Junior Second Lien) and the Pension Fund Representative (with respect to any Pension Priority Common Collateral) and shall contain the following notation (or such other notation as is reasonably acceptable to the Bank Group Representative or the Pension Fund Representative, as applicable, and the Convertible Note Representative): "The lien created by this mortgage on the property described herein is junior and subordinate to the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to JPMorgan Chase Bank, National Association, as Collateral Agent or as Administrative Agent (as applicable), and its successors and assigns[1] in such property, in accordance with the provisions of the Amended and Restated Intercreditor Agreement dated as of July 22, 2011 among JPMorgan Chase Bank, National Association, as Administrative Agent, Wilmington Trust Company, as Pension Fund Representative, U.S. Bank National Association, as Convertible Note Representative, solely for the Purposes of Sections 3.1(c) and 11.3 thereof, JPMorgan Chase Bank, N.A., as ABL Representative, and YRC Worldwide Inc., and the other parties referred to therein, as amended, restated, supplemented or otherwise modified from time to time."

(d) The Convertible Note Representative agrees on behalf of the Convertible Note Secured Parties that all Convertible Note Security Documents entered into in favor of or for the benefit of the Convertible Note Secured Parties and/or the Convertible Note Representative to create a Junior Lien on Bank Group Priority Common Collateral shall be in form reasonably satisfactory to the Bank Group Representative and shall contain the following notation (or such other notation as is reasonably acceptable to the Bank Group Representative): "The lien created by this **[**agreement**][**mortgage**]** on the property described herein is junior and subordinate to the lien on such property created by any security agreement or similar instrument now or hereafter granted to JPMorgan Chase Bank, National Association, as Collateral Agent or as Administrative Agent (as applicable), and its successors and assigns in such property, in accordance with the provisions of the Amended and Restated Intercreditor Agreement dated as of July 22, 2011 among JPMorgan Chase Bank, National Association, as Administrative Agent, Wilmington Trust Company, as Pension Fund Representative, U.S. Bank National Association, as Convertible Note Representative, solely for the purposes of Section 3.1(c) and 11.3 hereof JPMorgan Chase Bank, N.A., as ABL Representative, and YRC Worldwide Inc., and the other parties referred to therein, as amended, restated, supplemented or otherwise modified from time to time."

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[1] INSERT THE FOLLOWING TO THE EXTENT THE PENSION FUND REPRESENTATIVE SHALL HAVE A SENIOR LIEN: and the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to Wilmington Trust Company, as Agent, and its successors and assigns, in each case,

2.4 Liens on the Escrow Accounts. Notwithstanding anything herein to the contrary, the Bank Group Representative, the Bank Group Secured Parties, the Pension Fund Representative, the Pension Fund Secured Parties, the Convertible Note Representative and the Convertible Note Secured Parties acknowledge and agree that any grant of a Lien to such parties by the Company shall not include a Lien on the Escrow Accounts until the applicable Escrow Agreement has been terminated in accordance with its terms.

SECTION 3. *Enforcement Rights*.

3.1 Exclusive Enforcement; Standstill. (a) The Senior Secured Parties with respect to any Common Collateral shall have the exclusive right to take and continue any Enforcement Action with respect to any Senior Lien they have in such Common Collateral, without any consultation with or consent of any Junior Secured Party, in accordance with the applicable Loan Documents. Upon the occurrence and during the continuance of a default or an event of default under the applicable Loan Documents governing the indebtedness held by the Senior Secured Parties, the Senior Secured Representative and the other Senior Secured Parties may take and continue any Enforcement Action with respect to any Senior Lien they have in any applicable Common Collateral in such order and manner as they may determine in their sole discretion in accordance with the applicable Loan Documents.

(b) Notwithstanding anything herein to the contrary, with respect to any Common Collateral, the Junior Secured Parties, which are secured by a Lien that is immediately junior to the then Senior Lien with respect to such Common Collateral (the "**Secondary Secured Parties**") may take any Enforcement Action with respect to such Common Collateral or join with any person in commencing, or petition for or vote in favor of any Enforcement Action with respect to such Common Collateral, after a period of 180 days has elapsed since the date on which the Representative for the Secondary Secured Parties has delivered to the Senior Secured Representative with respect to such Common Collateral written notice of the acceleration of the indebtedness then outstanding under the applicable Loan Documents governing the indebtedness held by the Secondary Secured Parties (the "**Standstill Period**"); provided, however, that (A) notwithstanding the expiration of the Standstill Period or anything herein to the contrary, in no event shall the Secondary Secured Parties take any Enforcement Action with respect to the applicable Common Collateral, or commence, join with any person in commencing, or petition for or vote in favor of any resolution for, any Enforcement Action with respect to such Common Collateral, if the Senior Secured Representative or any other Senior Secured Party shall have commenced, and shall be diligently pursuing (or shall have sought or requested relief from or modification of the automatic stay or any other stay in any Insolvency Proceeding to enable the commencement and pursuit thereof), any Enforcement Action with respect to such Common Collateral or any such action or proceeding (prompt written notice thereof to be given to the Representative for the Secondary Secured Parties by the Senior Secured Representative) and (B) after the expiration of the Standstill Period, so long as neither the Senior Secured Representative nor the Senior Secured Parties have commenced any action to enforce their Lien on any material portion of the applicable Common Collateral, in the event that and for so long as the Secondary Secured Parties (or the their Representative on their behalf) have commenced any actions to

enforce their Lien with respect to all or any material portion of such Common Collateral to the extent permitted hereunder and are diligently pursuing such actions, neither the Senior Secured Parties nor the Senior Secured Representative shall take any action of a similar nature with respect to such Common Collateral; provided that all other provisions of this Agreement (including turnover provisions) are complied with.

(c) Notwithstanding anything herein to the contrary, neither the Bank Group Representative, any other Bank Group Secured Party, the Pension Fund Representative, any other Pension Fund Secured Party, the Convertible Note Representative nor any other Convertible Note Secured Party shall take any Enforcement Action with respect to, or join with any person in commencing, or petition for or vote in favor of any Enforcement Action with respect to, any of the Company's or any of its Subsidiaries' trucks, other vehicles, rolling stock, terminals, depots or other storage facilities, in each case, whether leased or owned, until after a period of 10 Business Days has elapsed since the date on which such Representative has delivered to the ABL Representative written notice of such Representative's intention to exercise any such Enforcement Action under the applicable Loan Documents governing the indebtedness held by the applicable Secured Parties (the "**ABL Standstill Period**"); provided, however, that the applicable Representative or Secured Parties may take any such Enforcement Action or join with any person in commencing, or petitioning for or voting in favor of any such Enforcement Action prior to the end of the ABL Standstill Period if (i) an Exigent Circumstance arising as a result of fraud, theft, concealment, destruction, waste or abscondment then exists or (ii) an Exigent Circumstance other than an Exigent Circumstance as described in clause (i) above then exists, and, after notice thereof has been provided by the applicable Representative to the ABL Representative, the ABL Representative has consented thereto. During the ABL Standstill Period, the Company and its Subsidiaries may use, subject to the Liens granted pursuant to the applicable Loan Documents, trucks, equipment and other properties of the Company and its Subsidiaries reasonably necessary to complete in-transit deliveries and collections upon the occurrence of a default or termination event under the ABL Agreement so long as all reasonable costs and expenses associated with such use, including insurance, maintenance and security costs and expenses related to the use of such property, are paid solely from amounts maintained in the Escrow Accounts and the Company shall have used commercially reasonable efforts to cause all such trucks, equipment or other properties to be returned on or before the end of the ABL Standstill Period to such destinations as shall be reasonably identified by the holder of the Senior Lien in respect of such property. The parties hereto hereby acknowledge (i) that the ABL Representative, on behalf of the ABL Secured Parties, has executed this Agreement solely for purposes of this Section 3.1(c) and Section 11.3 and (ii) that the ABL Secured Parties are creditors of the ABL Borrower and are not creditors of the Company or any of the Company's Subsidiaries (other than the ABL Borrower).

(d) The Bank Group Secured Parties acknowledge and agree that the creation and funding of the Escrow Accounts is in the best interests of the Bank Group Secured Parties. The Bank Group Secured Parties further agree that they will not, directly or indirectly, challenge or otherwise contest the creation of the Escrow Accounts or the Company's use of the funds in the Escrow Accounts in accordance with the terms of the applicable Escrow Agreements.

3.2 Standstill and Waivers. The Pension Fund Representative, on behalf of itself and the other Pension Fund Secured Parties, the Bank Group Representative, on behalf of itself and the other Bank Group Secured Parties, and the Convertible Note Representative, on behalf of the Convertible Note Secured Parties, agree that, subject to Section 3.1(b) and the provisos set forth in Section 5.1(a), (b) and (c):

(a) they will not take or cause to be taken any action, the purpose or effect of which is to make (i) any Junior Lien on any applicable Common Collateral pari passu with or senior to, or to give any holder of a Junior Lien on any applicable Common Collateral any preference or priority relative to, the Senior Liens with respect to any applicable Common Collateral or (ii) any Junior Third Lien on any applicable Common Collateral pari passu with or senior to, or to give any holder of a Junior Third Lien on any applicable Common Collateral any preference or priority relative to, the Junior Second Liens with respect to any applicable Common Collateral;

(b) they will not contest, oppose, object to, interfere with, hinder or delay, in any manner, whether by judicial proceedings (including without limitation the filing of an Insolvency Proceeding) or otherwise, any foreclosure, sale, lease, exchange, transfer or other disposition of any applicable Common Collateral by any holder of a Senior Lien or any other Enforcement Action taken (or any forbearance from taking any Enforcement Action) by or on behalf of any holder of a Senior Lien with respect to any applicable Common Collateral;

(c) they have no right to (i) direct the holder of a Senior Lien to exercise any right, remedy or power with respect to any applicable Common Collateral or (ii) consent or object to the exercise by the holder of a Senior Lien of any right, remedy or power with respect to its Senior Lien on any applicable Common Collateral or to the timing or manner in which any such right is exercised or not exercised (or, to the extent they may have any such right described in this clause (c), whether as a junior lien creditor or otherwise, they hereby irrevocably waive such right);

(d) they will not institute any suit or other proceeding or assert in any suit, Insolvency Proceeding or other proceeding any claim against any holder of a Senior Lien seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to any applicable Common Collateral;

(e) they will not make any judicial or nonjudicial claim or demand or commence any judicial or non-judicial proceedings with respect to a Junior Lien on any applicable Common Collateral (other than filing a proof of claim) or exercise any right, remedy or power under or with respect to, or otherwise take any action to enforce a Junior Lien on any applicable Common Collateral, other than filing a proof of claim;

(f) they will not commence judicial or nonjudicial foreclosure proceedings with respect to a Junior Lien on any applicable Common Collateral; and

(g) they will not seek, and hereby waive any right, to have any applicable Common Collateral or any other assets or any part thereof marshalled upon any foreclosure or other disposition of the Common Collateral.

3.3 Judgment Creditors. In the event that any Pension Fund Secured Party, Bank Group Secured Party or Convertible Note Secured Party becomes a judgment lien creditor in respect of any applicable Common Collateral in respect of which such Secured Party has a Lien

securing Junior Secured Obligations prior to the attachment of such judgment lien as a result of its enforcement of its rights as an unsecured creditor with respect to the Pension Fund Obligations, the Bank Group Obligations or the Convertible Note Obligations, as applicable, such judgment lien shall be subject to the terms of this Agreement for all purposes to the same extent as all other Liens subject to the terms of this Agreement.

3.4 Cooperation. The Pension Fund Representative, on behalf of itself and the other Pension Fund Secured Parties, agrees that each of them shall take such actions as the Bank Group Representative or the Convertible Note Representative shall reasonably request in connection with the exercise by the Bank Group Secured Parties, or the Convertible Note Secured Parties of their respective rights set forth herein but subject to the terms of the Bank Group Documents and the Convertible Note Documents, as applicable; the Bank Group Representative, on behalf of itself and the other Bank Group Secured Parties, agrees that each of them shall take such actions as the Pension Fund Representative or the Convertible Note Representative shall reasonably request in connection with the exercise by the Pension Fund Secured Parties, or the Convertible Note Secured Parties of their respective rights set forth herein but subject to the terms of the Pension Fund Documents and the Convertible Note Documents; and the Convertible Note Representative, on behalf of the Convertible Note Secured Parties, agree that each of them shall take such actions as the Pension Fund Representative or the Bank Group Representative shall reasonably request in connection with the exercise by the Pension Fund Secured Parties or the Bank Group Secured Parties of their respective rights set forth herein but subject to the terms of the Pension Fund Documents and the Bank Group Documents.

3.5 No Additional Rights For the Bank Group Loan Parties or Pension Fund Obligors Hereunder. Except as provided in Section 3.6 or as otherwise expressly set forth in the applicable Pension Fund Documents, Bank Group Documents or Convertible Note Documents, if any Bank Group Secured Party, Pension Fund Secured Party or Convertible Note Secured Party shall enforce its rights or remedies in violation of the terms of this Agreement, no Bank Group Loan Party or Pension Fund Obligor shall be entitled to use such violation as a defense to any action by any Bank Group Secured Party, Pension Fund Secured Party or Convertible Note Secured Party, as applicable, nor to assert such violation as a counterclaim or basis for set off or recoupment against any Bank Group Secured Party, Pension Fund Secured Party or Convertible Note Secured Party, as applicable.

3.6 Actions Upon Breach. (a) Should any Pension Fund Secured Party, contrary to this Agreement, in any way take, attempt to or threaten to take any action with respect to its Junior Liens on the Pension Fund Collateral (including, without limitation, any attempt to realize upon or enforce any remedy with respect to this Agreement with respect to its Junior Liens on the Pension Fund Collateral), or fail to take any action required by this Agreement with respect to its Junior Liens on the Pension Fund Collateral, any Bank Group Secured Party (in its own name or in the name of the relevant Bank Group Loan Party), to the extent the Bank Group Obligations Payment Date has occurred, any Convertible Note Secured Party (in its own name or in the name of the relevant Bank Group Loan Party) or the relevant Pension Fund Obligor may obtain relief against such Pension Fund Secured Party by injunction, specific performance and/or other appropriate equitable relief, it being understood and agreed by the Pension Fund Representative on behalf of each Pension Fund Secured Party that (i) the Bank Group Secured Parties', the Convertible Note Secured Parties' and Bank Group Loan Parties' damages from its

actions may at that time be difficult to ascertain and may be irreparable, and (ii) each Pension Fund Secured Party waives any defense that the Pension Fund Obligors, the Convertible Note Secured Parties and/or the Bank Group Secured Parties cannot demonstrate damage and/or be made whole by the awarding of damages.

(b) Should any Bank Group Secured Party, contrary to this Agreement, in any way take, attempt to or threaten to take any action with respect to its Junior Liens on the Pension Priority Common Collateral (including, without limitation, any attempt to realize upon or enforce any remedy with respect to this Agreement with respect to its Junior Liens on the Pension Priority Common Collateral), or fail to take any action required by this Agreement with respect to its Junior Liens on the Pension Priority Common Collateral, any Pension Fund Secured Party (in its own name or in the name of the relevant Pension Fund Obligor) or the relevant Bank Group Loan Party may obtain relief against such Bank Group Secured Party by injunction, specific performance and/or other appropriate equitable relief, it being understood and agreed by the Bank Group Representative on behalf of each Bank Group Secured Party that (i) the Pension Fund Secured Parties' and Bank Group Loan Parties' damages from its actions may at that time be difficult to ascertain and may be irreparable, and (ii) each Bank Group Secured Party waives any defense that the Bank Group Loan Parties and/or the Pension Fund Secured Parties cannot demonstrate damage and/or be made whole by the awarding of damages.

(c) Should any Convertible Note Secured Party, contrary to this Agreement, in any way take, attempt to or threaten to take any action with respect to its Junior Liens on any Common Collateral (including, without limitation, any attempt to realize upon or enforce any remedy with respect to this Agreement with respect to its Junior Liens on any Common Collateral), or fail to take any action required by this Agreement with respect to its Junior Liens on any Common Collateral, any Pension Fund Secured Party (in its own name or in the name of the relevant Pension Fund Obligor), any Bank Group Secured Party (in its own name or in the name of the relevant Bank Group Loan Party) or the relevant Bank Group Loan Party may obtain relief against such Convertible Note Secured Party by injunction, specific performance and/or other appropriate equitable relief, it being understood and agreed by the Convertible Note Representative on behalf of any Convertible Note Secured Party that (i) the Pension Fund Secured Parties', the Bank Group Secured Parties' and Bank Group Loan Parties' damages from its actions may at that time be difficult to ascertain and may be irreparable, and (ii) each Convertible Note Secured Party waives any defense that the Bank Group Loan Parties, the Pension Fund Secured Parties and/or the Bank Group Secured Parties cannot demonstrate damage and/or be made whole by the awarding of damages.

(d) Each Bank Group Loan Party and Pension Fund Obligor shall have the ability to utilize the terms and conditions of this Agreement as either a basis to seek injunctive relief or as a defense in any litigation commenced by any party hereto in the event that such party hereto takes any action in contravention of the terms hereof.

SECTION 4. *Application Of Proceeds Of Common Collateral; Dispositions And Releases Of Common Collateral; Inspection and Insurance.*

4.1 Application of Proceeds; Turnover Provisions. All proceeds of any applicable Common Collateral (including without limitation any interest earned thereon) resulting from the sale, collection or other disposition of such Common Collateral, whether or not pursuant to an Insolvency Proceeding, and any distribution in any Insolvency Proceeding in respect of claims secured by such Common Collateral, shall be distributed as follows: first, to the holders of Senior Liens on such Common Collateral (for application to the outstanding Bank Group Obligations in accordance with the Bank Group Documents (in the case of Senior Liens held by the Bank Group Secured Parties), or to the outstanding Pension Fund Obligations in accordance with the Pension Fund Documents (in the case of Senior Liens held by the Pension Fund Secured Parties)) until Paid in Full, second, to the holders of Junior Second Liens on such Common Collateral (for application to the outstanding Bank Group Obligations in accordance with the Bank Group Documents (in the case of Junior Second Liens held by the Bank Group Secured Parties) or to the outstanding Convertible Note Obligations in accordance with the Convertible Note Documents (in the case of Junior Second Liens held by the Convertible Note Secured Parties)) until Paid in Full and thereafter, if applicable, to the holders of Junior Third Liens on such Common Collateral. Any Common Collateral, including without limitation any such Common Collateral constituting proceeds, that may be received by any holder of a Junior Lien or which is otherwise received in violation of this Agreement shall be segregated and held in trust and promptly paid over to the applicable holder of the Senior Lien on such Common Collateral, in the same form as received, with any necessary endorsements. Each Pension Fund Secured Party hereby authorizes the (i) the Bank Group Representative to make any such endorsements in respect of Pension Fund Collateral as agent for the Pension Fund Representative (which authorization, being coupled with an interest, is irrevocable) and (ii) the Convertible Note Representative to make any such endorsements in respect of Pension Fund Collateral as agent for the Pension Fund Representative (which authorization, being coupled with an interest, is irrevocable). Each Bank Group Secured Party hereby authorizes the Pension Fund Representative to make any such endorsements in respect of Pension Fund Collateral as agent for the Bank Group Representative (which authorization, being coupled with an interest, is irrevocable). Each Convertible Note Secured Party hereby authorizes (i) the Pension Fund Representative and/or the Bank Group Representative to make any such endorsements in respect of Pension Fund Collateral as agent for the Convertible Note Representative (which authorization, being coupled with an interest, is irrevocable) and (ii) the Bank Group Representative to make any such endorsements in respect of the Bank Group Priority Common Collateral as agent for the Convertible Note Representative (which authorization, being coupled with an interest, is irrevocable).

4.2 Releases of Liens Upon Sale. Upon any release, sale or disposition of Common Collateral permitted pursuant to the terms of the Loan Documents governing the then Senior Secured Obligations that results in the release of the Senior Lien on any applicable Common Collateral (including without limitation any sale or other disposition pursuant to any Enforcement Action, but excluding a release on or after the Payment in Full of the Senior Secured Obligations), whether or not such sale or other disposition is expressly prohibited by the Loan Documents governing the then Junior Secured Obligations, the Junior Liens on such Common Collateral shall be automatically and unconditionally released with no further consent or action of any Person and in any such instance, each of the Junior Secured Representatives shall, at the Company's expense, promptly execute and deliver such release documents and instruments and shall take such further actions as the Senior Secured Representative or the Company shall reasonably request in writing to evidence such release of the applicable Junior Liens. The Junior Secured Representatives with respect to any Common Collateral hereby

appoints the Senior Secured Representative with respect to such Common Collateral and any officer or duly authorized person of such Senior Secured Representative, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power of attorney in the place and stead of such Junior Secured Representative and in the name of such Junior Secured Representative or in such Senior Secured Representative's own name, from time to time, in such Senior Secured Representative's sole discretion, for the purposes of carrying out the terms of this Section 4.2, to take any and all appropriate action and to execute and deliver any and all documents and instruments as may be necessary or reasonably desirable to accomplish the purposes of this Section 4.2, including, without limitation, any financing statements, endorsements, assignments, releases or other documents or instruments of transfer (without recourse, representation or warranty) (which appointment, being coupled with an interest, is irrevocable).

4.3 Inspection Rights. Any holder of a Senior Lien in respect of any Common Collateral and its representatives and invitees may at any time inspect, repossess, remove and otherwise deal with such Common Collateral, and may advertise and conduct public auctions or private sales of such Common Collateral, in each case in accordance with the applicable Loan Documents.

4.4 Access to the Facility, Books and Records.

(a) The Pension Fund Representative acknowledges and agrees, notwithstanding anything in this Agreement or any Pension Fund Agreement to the contrary, that (w) in connection with the exercise of Bank Group Representative's remedies against the Company or any other Bank Group Loan Party with respect to any collateral securing the Bank Group Obligations (other than the Pension Priority Common Collateral in respect of which the Pension Fund Representative shall have a Senior Lien), (x) in connection with the exercise of the Convertible Note Representative's remedies against the Company or any other Bank Group Loan Party with respect to any Pension Fund Collateral on which the Convertible Note Representative has a Junior Second Lien or (y) if the Pension Fund Representative or any other Pension Fund Creditor should acquire possession of any Pension Priority Common Collateral in respect of which the Pension Fund Representative shall have a Senior Lien, the Pension Fund Representative will allow, at the reasonable expense of the Company, so long as the Bank Group Representative or the Convertible Note Representative, as applicable, has the right to do so in accordance with the Bank Group Documents or Convertible Note Documents, as applicable, and the Pension Fund Representative has received reasonably adequate evidence of insurance or other reasonable protection against economic loss arising from Bank Group Representative's or Convertible Note Representative's, as applicable, exercise of such rights, Bank Group Representative's or Convertible Note Representative's reasonable access to any such Pension Priority Common Collateral, upon at least two (2) days prior written notice (or such shorter period as may be mutually agreeable in Exigent Circumstances) and without unreasonable interference with the operations or record-keeping of such property, in order to access any collateral securing the Bank Group Obligations (other than the Pension Priority Common Collateral) or Convertible Note Obligations (other than the Pension Priority Common Collateral), as applicable, located at such Pension Priority Common Collateral for so long as reasonably necessary or reasonably required by Bank Group Representative or Convertible Note Representative, as applicable, to conclude its examination of and copying such Common Collateral and pursuing collection thereof.

SECTION 5. *Insolvency Proceedings*.

5.1 Filing of Motions. (a) The Pension Fund Representative agrees on behalf of itself and the other Pension Fund Secured Parties that no Pension Fund Secured Party shall, in or in connection with any Insolvency Proceeding, file any pleadings or motions, take any position at any hearing or proceeding of any nature, or otherwise take any action whatsoever, in each case in respect of any Junior Lien on the Pension Fund Collateral, including, without limitation, with respect to the determination of any Liens or claims held by the Bank Group Representative or any other Bank Group Secured Party (including the validity and enforceability thereof), the determination of any Liens or claims held by the Convertible Note Representative or any other Convertible Note Secured Party (including the validity and enforceability thereof), or the value of any claims of such parties under Section 506(a) of the Bankruptcy Code or otherwise; provided that the Pension Fund Representative and/or the Pension Fund Secured Parties may file a proof of claim in an Insolvency Proceeding, subject to the limitations contained in this Agreement and only if consistent with the terms and the limitations on the Pension Fund Representative imposed hereby.

(b) The Bank Group Representative agrees on behalf of itself and the other Bank Group Secured Parties that no Bank Group Secured Party shall, in or in connection with any Insolvency Proceeding, file any pleadings or motions, take any position at any hearing or proceeding of any nature, or otherwise take any action whatsoever, in each case in respect of any Junior Lien on the Pension Fund Collateral, including, without limitation, with respect to the determination of any Liens or claims held by the Pension Fund Representative or any other Pension Fund Secured Party (including the validity and enforceability thereof), or the value of any claims of such parties under Section 506(a) of the Bankruptcy Code or otherwise, as applicable; provided that the Bank Group Representative may file a proof of claim in an Insolvency Proceeding, subject to the limitations contained in this Agreement and only if consistent with the terms and the limitations on the Bank Group Representative imposed hereby.

(c) The Convertible Note Representative agrees on behalf the Convertible Note Secured Parties that no Convertible Note Secured Party shall, in or in connection with any Insolvency Proceeding, file any pleadings or motions, take any position at any hearing or proceeding of any nature, or otherwise take any action whatsoever, in each case in respect of any Junior Lien on any Common Collateral, including, without limitation, with respect to the determination of any Liens or claims held by the Pension Fund Representative or any other Pension Fund Secured Party (including the validity and enforceability thereof), the determination of any Liens or claims held by the Bank Group Representative or any other Bank Group Secured Party (including the validity and enforceability thereof), or the value of any claims of such parties under Section 506(a) of the Bankruptcy Code or otherwise, as applicable; provided that the Convertible Note Representative may file a proof of claim in an Insolvency Proceeding, subject to the limitations contained in this Agreement and only if consistent with the terms and the limitations on such Convertible Note Representative imposed hereby.

5.2 Financing Matters.

(a) Subject to the terms of Section 5.2(c) below, if any Bank Group Loan Party becomes subject to any Insolvency Proceeding, and if the Senior Secured Representative with respect to the Bank Group Priority Common Collateral or the other Senior Secured Parties with respect to the Bank Group Priority Common Collateral desire to consent (or not object) to the use of cash collateral under the Bankruptcy Code or to provide financing to any Bank Group Loan Party under the Bankruptcy Code or to consent (or not object) to the provision of such financing to any Bank Group Loan Party by the Senior Secured Representative with respect to the Bank Group Priority Common Collateral or the other Senior Secured Parties with respect to the Bank Group Priority Common Collateral (any such financing, "**Bank Group DIP Financing**"), then each of the Junior Secured Representatives with respect to the Bank Group Priority Common Collateral agrees, on behalf of itself and the other applicable Junior Secured Parties with respect to the Bank Group Priority Common Collateral, that, except to the extent that such Bank Group DIP Financing seeks to impose a Lien that is senior to or equal in priority to Senior Liens held on Common Collateral other than the Bank Group Priority Common Collateral by the Pension Fund Secured Parties, each such Junior Secured Party, in each case in its respective capacity as a secured creditor (a) will be deemed to have consented to, will raise no objection to, nor support any other Person objecting to, the use of such cash collateral or to such Bank Group DIP Financing, (b) will not request or accept adequate protection or any other relief in connection with the use of such cash collateral or such Bank Group DIP Financing except as set forth in paragraph 5.4 below and (c) agrees that notice received two calendar days prior to the entry of an order approving such usage of cash collateral or approving such financing shall be adequate notice; provided that the interest rate, fees, advance rates, lending limits and sub-limits and other terms are commercially reasonable under the circumstances.

(b) Notwithstanding anything herein or in any other applicable Loan Document, the aggregate principal amount of all Bank Group DIP Financings permitted hereunder shall not exceed $175,000,000 at any time; provided, however, that the aggregate amount of such Bank Group DIP Financing shall be in addition to the total amount of the Bank Group Obligations outstanding as of the date of commencement of any Insolvency Proceeding (such total amount of Bank Group Obligations outstanding as of the date of commencement of any Insolvency Proceeding being the "**Bank Group Rollup Amount**"), and any Bank Group Rollup Amount shall be secured solely by the Bank Group Priority Common Collateral. Notwithstanding anything herein to the contrary, the interest rate applicable to the Bank Group Rollup Amount, if any, shall be no higher than the maximum interest rate permitted to be applicable to the Bank Group Obligations pursuant to Section 6.1(b).

5.3 Relief From the Automatic Stay. (a) The Pension Fund Representative agrees, on behalf of itself and the other Pension Fund Secured Parties, that none of them will seek relief from the automatic stay or from any other stay in any Insolvency Proceeding or take any action in derogation thereof, in each case in respect of any Pension Fund Collateral on which it has a Junior Lien, without the prior written consent of the Bank Group Representative or the Convertible Note Representative (solely to the extent that the Bank Group Obligations Payment Date has occurred).

(b) The Bank Group Representative agrees, on behalf of itself and the other Bank Group Secured Parties, that none of them will seek relief from the automatic stay or from any other stay in any Insolvency Proceeding or take any action in derogation thereof, in each case in respect of any Pension Fund Collateral on which it has a Junior Lien, without the prior written consent of the Pension Fund Representative.

(c) The Convertible Note Representative agrees, on behalf of the Convertible Note Secured Parties, that none of them will seek relief from the automatic stay or from any other stay in any Insolvency Proceeding or take any action in derogation thereof, in each case in respect of (i) any Pension Priority Common Collateral, without the prior written consent of the Pension Fund Representative or (ii) any Bank Group Priority Common Collateral, without the prior written consent of the Bank Group Representative.

5.4 Adequate Protection. (a) The Pension Fund Representative, on behalf of itself and the other Pension Fund Secured Parties (other than in their respective capacities as unsecured creditors), agrees that none of them shall object to, contest, or support any other Person objecting to or contesting, (i) any request by the Bank Group Representative or the other Bank Group Secured Parties or the Convertible Note Representative or other Convertible Note Secured Party for adequate protection with respect to their Senior Liens or Junior Second Liens (other than in respect of Pension Priority Common Collateral), as applicable, or any adequate protection provided to the Bank Group Representative or the other Bank Group Secured Parties or the Convertible Note Representative or other Convertible Note Secured Party, as applicable with respect to their Senior Liens or Junior Second Liens (other than in respect of Pension Priority Common Collateral), as applicable, or (ii) any objection by the Bank Group Representative or any other Bank Group Secured Parties or the Convertible Note Representative or other Convertible Note Secured Party to any motion, relief, action or proceeding based on a claim of a lack of adequate protection with respect to their Senior Liens or Junior Second Liens (other than in respect of Pension Priority Common Collateral), as applicable, or (iii) the payment of interest, fees, expenses or other amounts to the Bank Group Representative or any other Bank Group Secured Party or the Convertible Note Representative or other Convertible Note Secured Party under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise. In any Insolvency Proceeding, (x) if the Bank Group Secured Parties (or any subset thereof) or Convertible Note Secured Parties (or any subset thereof) are granted adequate protection with respect to their Senior Liens or Junior Second Liens, as applicable, on the Pension Fund Collateral (other than Pension Priority Common Collateral) consisting of additional collateral (with replacement Liens on such additional collateral) and/or superpriority claims in connection with any Bank Group DIP Financing or use of cash collateral, and the Bank Group Secured Parties or Convertible Note Secured Parties, as applicable, do not object to the adequate protection being provided to the Bank Group Secured Parties or Convertible Note Secured Parties, as applicable, then in connection with any such Bank Group DIP Financing or use of cash collateral the Pension Fund Representative, on behalf of itself and any of the Pension Fund Secured Parties, may seek or accept adequate protection with respect to their Junior Liens on the Pension Fund Collateral consisting solely of (A) a replacement Lien on the same additional collateral, subordinated to the Senior Liens securing the Bank Group Obligations and Junior Second Liens securing the Convertible Note Obligations and such Bank Group DIP Financing on the same basis as the other Junior Liens securing the Pension Fund Obligations are so subordinated to the Bank Group Obligations and Convertible Note Secured Obligations under this Agreement and (B) superpriority claims junior in all respects to the superpriority claims granted to the Bank Group Secured Parties and Convertible Note Secured Obligations, respectively, provided, however, that the Pension Fund Representative shall have irrevocably agreed, pursuant to Section 1129(a)(9) of

the Bankruptcy Code, on behalf of itself and the Pension Fund Secured Parties, in any stipulation and/or order granting such adequate protection with respect to their Junior Liens on the Pension Fund Collateral, that such junior superpriority claims may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims and (y) in the event the Pension Fund Representative, on behalf of itself and the Pension Fund Secured Parties, seeks or accepts adequate protection with respect to their Junior Liens on the Pension Fund Collateral in accordance with clause (x) above and such adequate protection is granted in the form of additional collateral, then the Pension Fund Representative, on behalf of itself or any of the Pension Fund Secured Parties, agrees that the Bank Group Representative and the Convertible Note Representative shall also be granted a Senior Lien on such additional collateral as security for the Bank Group Obligations and Convertible Note Obligations, as applicable, and any such Bank Group DIP Financing and that any Lien on such additional collateral securing the Pension Fund Obligations shall be subordinated to the Liens on such collateral securing the Bank Group Obligations and Convertible Note Obligations, as applicable, and any such Bank Group DIP Financing (and all obligations relating thereto) and any other Liens granted to the Bank Group Secured Parties and the Convertible Note Secured Parties as adequate protection, with such subordination to be on the same terms that the other Junior Liens securing the Pension Fund Obligations are subordinated to the Senior Liens or Junior Second Liens on the Pension Fund Collateral securing such Bank Group Obligations or Convertible Note Obligations, as applicable, under this Agreement. The Pension Fund Representative, on behalf of itself and the other Pension Fund Secured Parties, agrees that except as expressly set forth in this Section none of them shall seek or accept adequate protection with respect to their Junior Liens on the Pension Fund Collateral without the prior written consent of the Bank Group Representative or the Convertible Note Representative, as applicable.

(b) The Bank Group Representative, on behalf of itself and the other Bank Group Secured Parties (other than in their respective capacities as unsecured creditors), agrees that none of them shall object to, contest, or support any other Person objecting to or contesting, (i) any request by the Pension Fund Representative or the other Pension Fund Secured Parties for adequate protection with respect to their Senior Liens on the Pension Priority Common Collateral, any adequate protection provided to the Pension Fund Representative or the other Pension Fund Secured Parties with respect to their Senior Liens on the Pension Priority Common Collateral or (ii) any objection by the Pension Fund Representative or any other Pension Fund Secured Parties to any motion, relief, action or proceeding based on a claim of a lack of adequate protection with respect to their Senior Liens on the Pension Priority Common Collateral or (iii) the payment of interest, fees, expenses or other amounts to the Pension Fund Representative or any other Pension Fund Secured Party under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise with respect to their Senior Liens on the Pension Priority Common Collateral. In any Insolvency Proceeding, (x) if the Pension Fund Secured Parties (or any subset thereof) are granted adequate protection with respect to their Senior Liens on the Pension Priority Common Collateral consisting of additional collateral (with replacement Liens on such additional collateral) and/or superpriority claims in connection with any Bank Group DIP Financing or use of cash collateral, and the Pension Fund Secured Parties do not object to the adequate protection being provided to the Pension Fund Secured Parties, then in connection with any such Bank Group DIP Financing or use of cash collateral the Bank Group Representative, on behalf of itself and any of the Bank Group Secured Parties, may seek or accept adequate protection with respect

to their Junior Liens on the Pension Priority Common Collateral, consisting solely of (A) a replacement Lien on the same additional collateral, subordinated to the Senior Liens securing the Pension Fund Obligations, and such Bank Group DIP Financing on the same basis as the other Junior Liens securing the Bank Group Obligations are so subordinated to the Pension Fund Obligations under this Agreement and (B) superpriority claims junior in all respects to the superpriority claims granted to the Pension Fund Secured Parties, provided, however, that the Bank Group Representative shall have irrevocably agreed, pursuant to Section 1129(a)(9) of the Bankruptcy Code, on behalf of itself and the Bank Group Secured Parties, in any stipulation and/or order granting such adequate protection with respect to their Junior Liens on the Pension Priority Common Collateral, that such junior superpriority claims may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims and (y) in the event the Bank Group Representative, on behalf of itself and the Bank Group Secured Parties, seeks or accepts adequate protection with respect to their Junior Liens on the Pension Priority Common Collateral in accordance with clause (x) above and such adequate protection is granted in the form of additional collateral, then the Bank Group Representative, on behalf of itself or any of the Bank Group Secured Parties, agrees that the Pension Fund Representative shall also be granted a Senior Lien on such additional collateral as security for the Pension Fund Obligations, and any such Bank Group DIP Financing and that any Lien on such additional collateral securing the Bank Group Obligations shall be subordinated to the Liens on such collateral securing the Pension Fund Obligations, and any such Bank Group DIP Financing (and all obligations relating thereto) and any other Liens granted to the Pension Fund Secured Parties as adequate protection, with such subordination to be on the same terms that the other Junior Liens securing the Bank Group Obligations are subordinated to the Senior Liens on the Pension Priority Common Collateral securing such Pension Fund Obligations under this Agreement. The Bank Group Representative, on behalf of itself and the other Bank Group Secured Parties, agrees that except as expressly set forth in this Section none of them shall seek or accept adequate protection with respect to their Junior Liens on the Pension Priority Common Collateral without the prior written consent of the Pension Fund Representative.

(c) The Convertible Note Representative, on behalf of the Convertible Note Secured Parties (other than in their respective capacities as unsecured creditors), agrees that none of them shall object to, contest, or support any other Person objecting to or contesting, (i) any request by the Pension Fund Representative or the other Pension Fund Secured Parties or the Bank Group Representative or the other Bank Group Secured Parties for adequate protection with respect to their Senior Liens or Junior Second Liens on any applicable Common Collateral, or any adequate protection provided to the Pension Fund Representative or the other Pension Fund Secured Parties or the Bank Group Representative or the other Bank Group Secured Parties with respect to their Senior Liens or Junior Second Liens on any applicable Common Collateral or (ii) any objection by the Pension Fund Representative or the other Pension Fund Secured Parties or the Bank Group Representative or the other Bank Group Secured Parties to any motion, relief, action or proceeding based on a claim of a lack of adequate protection with respect to their Senior Liens or Junior Second Liens on any applicable Common Collateral or (iii) the payment of interest, fees, expenses or other amounts to the Pension Fund Representative or the other Pension Fund Secured Parties or the Bank Group Representative or the other Bank Group Secured Parties under Section 506(b) or 506(c) of the Bankruptcy Code or otherwise with respect to their Senior Liens or Junior Second Liens on any applicable Common Collateral. In any Insolvency

Proceeding, (x) if the Pension Fund Secured Parties (or any subset thereof) or the Bank Group Secured Parties (or any subset thereof) are granted adequate protection with respect to their Senior Liens or Junior Second Liens on any applicable Common Collateral consisting of additional collateral (with replacement Liens on such additional collateral) and/or superpriority claims in connection with any Bank Group DIP Financing or use of cash collateral, and the Pension Fund Secured Parties or Bank Group Secured Parties, as applicable, do not object to the adequate protection being provided to the Pension Fund Secured Parties or Bank Group Secured Parties, as applicable, then in connection with any such Bank Group DIP Financing or use of cash collateral the Convertible Note Representative, on behalf of the Convertible Note Secured Parties, may seek or accept adequate protection with respect to their Junior Liens on the applicable Common Collateral consisting solely of (A) a replacement Lien on the same additional collateral, subordinated to the Senior Liens and, if applicable, Junior Second Liens, securing the Pension Fund Obligations or Bank Group Obligations, as applicable, and such Bank Group DIP Financing on the same basis as the other Junior Liens securing the Convertible Note Obligations are so subordinated to the Pension Fund Obligations or Bank Group Obligations, as applicable, under this Agreement and (B) superpriority claims junior in all respects to the superpriority claims granted to the Pension Fund Secured Parties or Bank Group Secured Parties, as applicable, provided, however, that the Convertible Note Representative shall have irrevocably agreed, pursuant to Section 1129(a)(9) of the Bankruptcy Code, on behalf of itself and the Convertible Note Secured Parties, in any stipulation and/or order granting such adequate protection with respect to their Junior Liens on the applicable Common Collateral that such junior superpriority claims may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims and (y) in the event the Convertible Note Representative, on behalf of the applicable Convertible Note Secured Parties, seeks or accepts adequate protection with respect to their Junior Liens on the applicable Common Collateral in accordance with clause (x) above and such adequate protection is granted in the form of additional collateral, then the Convertible Note Representative, on behalf of the Convertible Note Secured Parties, agrees that the Pension Fund Representative or Bank Group Representative, as applicable, shall also be granted a Senior Lien on such additional collateral as security for the Pension Fund Obligations or Bank Group Obligations, as applicable, and any such Bank Group DIP Financing and that any Lien on such additional collateral securing the Convertible Note Obligations shall be subordinated to the Liens on such collateral securing the Pension Fund Obligations or Bank Group Obligations, as applicable, and any such Bank Group DIP Financing (and all obligations relating thereto) and any other Liens granted to the Pension Fund Secured Parties or Bank Group Secured Parties, as applicable, as adequate protection, with such subordination to be on the same terms that the other Junior Liens securing the Convertible Note Obligations are subordinated to the Senior Liens or Junior Second Liens, as applicable, on the applicable Common Collateral securing such Pension Fund Obligations or Bank Group Obligations, as applicable, under this Agreement. The Convertible Note Representative, on behalf of the Convertible Note Secured Parties, agrees that except as expressly set forth in this Section none of them shall seek or accept adequate protection with respect to their Junior Liens on any applicable Common Collateral without the prior written consent of the Pension Fund Representative or Bank Group Representative, as applicable, that holds such Senior Lien or Junior Second Lien, as applicable, on such Common Collateral.

5.5 Avoidance Issues. If any holder of a Senior Lien or Junior Second Lien on any Common Collateral is required in any Insolvency Proceeding or otherwise to disgorge, turn over or otherwise pay to the estate of any Bank Group Loan Party, because such amount was avoided or ordered to be paid or disgorged for any reason, including without limitation because it was found to be a fraudulent or preferential transfer, any amount (a "**Recovery**"), whether received as proceeds of security, enforcement of any right of set-off or otherwise, then the Bank Group Obligations, Pension Fund Obligations or Convertible Note Obligations, as applicable, shall be reinstated to the extent of such Recovery and deemed to be outstanding as if such payment had not occurred. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto. The parties to this Agreement agree that none of them shall be entitled to benefit from any avoidance action affecting or otherwise relating to any distribution or allocation made with respect to any applicable Common Collateral in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of such avoidance action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement.

5.6 Asset Dispositions in an Insolvency Proceeding. No Junior Secured Parties shall, in an Insolvency Proceeding or otherwise, oppose any sale or disposition of any assets of any Bank Group Loan Party or any Pension Fund Obligor comprising any applicable Common Collateral that is supported by the holder of a Senior Lien on such asset or assets comprising such applicable Common Collateral, and all such parties will be deemed to have consented under Section 363 and/or Section 1123(a)(5)(d), as applicable, of the Bankruptcy Code (and otherwise) to any such sale and to have released their Liens on such assets; provided that, Junior Secured Parties may credit bid on the applicable Common Collateral in any such sale or disposition in accordance with Section 363(k) of the Bankruptcy Code; provided further that, any such credit bid must contemplate the payment in full in cash of the Bank Group Obligations, Pension Fund Obligations and/or Convertible Note Obligations, to the extent such obligations are secured by Liens that are senior in priority to the Lien of the Junior Secured Parties making such credit bid with respect to the Common Collateral that is the subject of such sale or disposition, upon closing of any resulting sale or disposition.

5.7 Separate Grants of Security and Separate Classification. Each Pension Fund Secured Party, Bank Group Secured Party and Convertible Note Secured Party acknowledges and agrees that (a) the grants of Liens pursuant to the Bank Group Security Documents, the Pension Fund Security Documents and the Convertible Note Security Documents constitute separate and distinct grants of Liens and (b) because of, among other things, their differing rights in the applicable Common Collateral, (i) the Bank Group Obligations, the Convertible Note Obligations and the Pension Fund Obligations secured by the Pension Fund Collateral are fundamentally different from each other and (ii) the Bank Group Obligations and Convertible Note Obligations secured by the Bank Group Priority Common Collateral are fundamentally different from each other, and in each case must be separately classified in any plan of reorganization proposed or adopted in an Insolvency Proceeding.

5.8 Rights as Secured Creditors. No Secured Party may exercise rights and remedies as a secured creditor against any Bank Group Loan Party or Pension Fund Obligor, as applicable, other than in accordance with the terms of this Agreement, the applicable Loan Documents and applicable law.

5.9 Effectiveness in Insolvency Proceedings. This Agreement, which the parties hereto expressly acknowledge is a “subordination agreement” under section 510(a) of the Bankruptcy Code, shall be effective before, during and after the commencement of an Insolvency Proceeding.

SECTION 6. *Pension Fund Documents, Bank Group Documents and Convertible Note Documents.*

6.1 Amendments.

(a) Each Pension Fund Obligor and the Pension Fund Representative, on behalf of itself and the Pension Fund Secured Parties, agrees that it shall not at any time execute or deliver any amendment or other modification to any of the Pension Fund Documents inconsistent with or in violation of this Agreement. Each Bank Group Loan Party and the Bank Group Representative, on behalf of itself and the Bank Group Secured Parties, agrees that it shall not at any time execute or deliver any amendment or other modification to any of the Bank Group Documents inconsistent with or in violation of this Agreement. Each Bank Group Loan Party and the Convertible Note Representative, on behalf of the Convertible Note Secured Parties, agrees that it shall not at any time execute or deliver any amendment or other modification to any of the Convertible Note Documents inconsistent with or in violation of this Agreement.

(b) Notwithstanding the foregoing, the Bank Group Representative, the Bank Group Secured Parties and the Bank Group Loan Parties may not, without the prior written consent of the Convertible Note Representative, (i) amend, modify, supplement, extend, replace, renew, restate or refinance any Bank Group Obligations (other than any Bank Group DIP Financing, but including any Bank Group Rollup Amount) if the effect thereof is to increase the interest rate applicable thereto by more than 2.0% per annum (other than the imposition of the default rate of interest as provided in the Bank Group Documents as of the date hereof); provided that payment of any amendment, consent or waiver fee shall be equated to interest rates based on an assumed three-year average life to maturity without any present value discount or (ii) sell, assign, transfer or encumber any interest in the Bank Group Obligations or the Bank Group Documents to any person or entity not bound by this Agreement in the same manner as the Bank Group Representative is bound under this Agreement (e.g., no Bank Group Secured Party may sell the Bank Group Obligations to an entity that would not be bound by this Agreement).

(c) Notwithstanding the foregoing, the Pension Fund Representative, the Pension Fund Secured Parties and the Pension Fund Obligors may not, without the prior written consent of the Bank Group Representative and the Convertible Note Representative, (i) amend, modify, supplement, extend, replace, renew, restate or refinance any Pension Fund Obligations if the effect thereof is to (x) increase the interest rate applicable thereto (other than the imposition of the default rate of interest as provided in the Pension Fund Documents as of the date hereof) or by virtue of Section 6.06 of the Existing Pension Fund Agreement as in effect on the date of this Agreement), (y) shorten the scheduled final maturity date of the Pension Fund Obligations or any scheduled date of interim amortization thereof (other than in connection with the acceleration of the Pension Fund Obligations in accordance with the terms of the Pension Fund Documents or

by virtue of Section 6.06 of the Existing Pension Fund Agreement as in effect on the date of this Agreement) or otherwise shorten the weighted average life to maturity of the Pension Fund Obligations, or (z) add amortization payments or modify the amortization schedule of the Pension Fund Obligations in a manner adverse to the Bank Group Loan Parties (other than by virtue of Section 6.06 of the Existing Pension Fund Agreement as in effect on the date of this Agreement) or (ii) sell, assign, transfer or encumber any interest in the Pension Fund Obligations or the Pension Fund Documents to any person or entity not bound by this Agreement in the same manner as Pension Fund Representative is bound under this Agreement (e.g., no Pension Fund Secured Party may sell the Pension Fund Obligations to an entity that would not be bound by this Agreement).

(d) Notwithstanding the foregoing, the Convertible Note Representative and the Convertible Note Secured Parties may not, without the prior written consent of the Bank Group Representative, (i) change the methodology to calculate the interest rate applicable to any Convertible Note Obligations if the effect thereof is to increase the interest rate applicable thereto (other than the imposition of the default rate of interest as provided in the Convertible Note Documents as of the date hereof), (ii) shorten the scheduled final maturity date of the Convertible Note Obligations or any scheduled date of interim amortization thereof (other than in connection with the acceleration of the Convertible Note Obligations in accordance with the terms of the Convertible Note Documents) or otherwise shorten the weighted average life to maturity of the Convertible Note Obligations, (iii) add amortization payments or modify the amortization schedule of the Convertible Note Obligations in a manner adverse to the Bank Group Loan Parties or (iv) sell, assign, transfer or encumber any interest in the Convertible Note Obligations or the Convertible Note Documents to any person or entity not bound to this Agreement in the same manner as the Convertible Note Representative is bound under this Agreement (e.g., no Convertible Note Secured Party may sell the Convertible Note Obligations to an entity that would not be bound by this Agreement).

6.2 Waivers.

(a) In the event the Bank Group Representative enters into any amendment, waiver or consent in respect of any of the Bank Group Security Documents creating a Senior Lien on Pension Fund Collateral for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any Bank Group Security Document or changing in any manner the rights of any parties thereunder, then such amendment, waiver or consent shall apply automatically to any comparable provision of the Comparable Pension Fund Security Document and Comparable Convertible Note Security Document without the consent of or action by any Pension Fund Secured Party or any Convertible Note Secured Party (with all such amendments, waivers and modifications subject to the terms hereof); provided that (i) no such amendment, waiver or consent shall have the effect of removing assets subject to the Lien of any Pension Fund Security Document or Convertible Note Security Document, except to the extent that a release of such Lien is required by Section 4.2, (ii) other than with respect to amendments, modifications or waivers that secure additional extensions of credit and add additional secured creditors and do not violate the express provisions of the Pension Fund Documents or the Convertible Note Documents, as applicable, any such amendment, waiver or consent that materially and adversely affects the rights of the Pension Fund Secured Parties or Convertible Note Secured Parties, as applicable, and does not affect the Bank Group Secured Parties in a like

or similar manner shall not apply to the Pension Fund Security Documents or Convertible Note Security Documents, as applicable, without the consent of the Pension Fund Representative or the Convertible Note Representative, as applicable, and (iii) notice of such amendment, waiver or consent shall be given to the Pension Fund Representative and the Convertible Note Representative, as applicable, no later than 30 days after its effectiveness, provided that the failure to give such notice shall not affect the effectiveness and validity thereof.

(b) In the event the Pension Fund Representative enters into any amendment, waiver or consent in respect of any of the Pension Fund Security Documents creating a Senior Lien on Pension Priority Common Collateral for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any Pension Fund Security Document or changing in any manner the rights of any parties thereunder, then such amendment, waiver or consent shall apply automatically to any comparable provision of the Comparable Bank Group Security Document and Comparable Convertible Note Security Document without the consent of or action by any Bank Group Secured Party or any Convertible Note Secured Party (with all such amendments, waivers and modifications subject to the terms hereof); provided that, (i) no such amendment, waiver or consent shall have the effect of removing assets subject to the Lien of any Bank Group Security Document or Convertible Note Security Document, except to the extent that a release of such Lien is required by Section 4.2, (ii) any such amendment, waiver or consent that materially and adversely affects the rights of the Bank Group Secured Parties or Convertible Note Secured Parties, as applicable, and does not affect the Pension Fund Secured Parties in a like or similar manner shall not apply to the Bank Group Security Documents or Convertible Note Security Documents, as applicable, without the consent of the Bank Group Representative or the Convertible Note Representative, as applicable, and (iii) notice of such amendment, waiver or consent shall be given to the Bank Group Representative and the Convertible Note Representative no later than 30 days after its effectiveness, provided that the failure to give such notice shall not affect the effectiveness and validity thereof.

(c) In the event the Bank Group Obligations Payment Date has occurred and the Convertible Note Representative enters into any amendment, waiver or consent in respect of any of the Convertible Note Security Documents creating a Senior Lien on Bank Group Priority Common Collateral for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any Convertible Note Security Document or changing in any manner the rights of any parties thereunder, then such amendment, waiver or consent shall apply automatically to any comparable provision of the Comparable Pension Fund Security Document without the consent of or action by any Pension Fund Secured Party (with all such amendments, waivers and modifications subject to the terms hereof); provided that, (i) no such amendment, waiver or consent shall have the effect of removing assets subject to the Lien of any Pension Fund Security Document, except to the extent that a release of such Lien is required by Section 4.2, (ii) any such amendment, waiver or consent that materially and adversely affects the rights of the Pension Fund Secured Parties and does not affect the Convertible Note Secured Parties in a like or similar manner shall not apply to the Pension Fund Security Documents without the consent of the Pension Fund Representative and (iii) notice of such amendment, waiver or consent shall be given to the Pension Fund Representatives no later than 30 days after its effectiveness, provided that the failure to give such notice shall not affect the effectiveness and validity thereof.

(d) The Pension Fund Representative hereby waives any and all rights to have any assets or other property of any Bank Group Loan Party marshalled upon any foreclosure or other disposition thereof by the Bank Group Representative or the Convertible Note Representative or by the Company or any other Bank Group Loan Party at the direction of Bank Group Representative or applicable Convertible Note Secured Party.

(e) The Convertible Note Representative hereby waives any and all rights to have any assets or other property of any Bank Group Loan Party marshalled upon any foreclosure or other disposition thereof by the Bank Group Representative or by the Company or any other Bank Group Loan Party at the direction of Bank Group Representative.

SECTION 7. *Reliance; Waivers; etc.*

7.1 Reliance. All extensions of credit under the Bank Group Documents after the date hereof are deemed to have been made or incurred in reliance upon this Agreement. The Pension Fund Representative, on behalf of it itself and the Pension Fund Secured Parties, expressly waives all notice of the acceptance of and reliance on this Agreement by the Bank Group Secured Parties and the Convertible Note Secured Parties. The Pension Fund Documents are deemed to have been executed and delivered and all extensions of credit thereunder are deemed to have been made or incurred, in reliance upon this Agreement. The Bank Group Representative expressly waives all notices of the acceptance of and reliance by the Pension Fund Secured Parties and the Convertible Note Secured Parties. The Convertible Note Documents are deemed to have been executed and delivered and all extensions of credit thereunder are deemed to have been made or incurred, in reliance upon this Agreement. The Convertible Note Representative expressly waives all notices of the acceptance of and reliance by the Pension Fund Secured Parties, any other Convertible Note Secured Party and the Bank Group Secured Parties.

7.2 No Warranties or Liability. Each of the Pension Fund Representative, the Bank Group Representative and the Convertible Note Representative acknowledge and agree that no party has made any representation or warranty to the other with respect to the execution, validity, legality, completeness, collectibility or enforceability of any Bank Group Document, any Pension Fund Document or any Convertible Note Document (except as expressly set forth in Section 11.13 hereof). Except as otherwise provided in this Agreement, the Pension Fund Representative, the Bank Group Representative and the Convertible Note Representative will be entitled to manage and supervise their respective extensions of credit to any Bank Group Loan Party or Pension Fund Obligor, as applicable, in accordance with law and their usual practices, modified from time to time as they deem appropriate.

7.3 No Waivers. No right or benefit of any party hereunder shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of such party or any other party hereto or by any noncompliance by any Bank Group Loan Party or Pension Fund Obligor, as applicable, with the terms and conditions of any of the Bank Group Documents. the Pension Fund Documents or the Convertible Note Document.

SECTION 8. *Convertible Note Secured Parties' Purchase Option.*

8.1 Notice of Exercise. Subject to Section 8.5 hereof and to the extent permitted by applicable law, at any time following the receipt of a Trigger Notice or at any time following the commencement of an Insolvency Proceeding, the Convertible Note Secured Parties (other than the Convertible Note Representative) shall have the continuing option (the "**Purchase Option**") to purchase all of the Bank Group Obligations from the Bank Group Secured Parties (such Convertible Note Secured Parties that exercise the Purchase Option are hereinafter referred to as the "**Purchasing Noteholders**") upon five (5) Business Days prior written notice from the Purchasing Noteholders (or their Representative) to the Bank Group Representative (the "**Purchase Notice**"). Prior to delivering the Purchase Notice to the Bank Group Representative (hereinafter referred to following the delivery of a Purchase Notice as the "**Selling Representative**" or "**Selling Representatives**"), the Purchasing Noteholders shall have delivered cash or other immediately available funds in escrow to such escrow agent (the "**Escrow Agent**") as the Purchasing Noteholders shall determine in an aggregate amount equal to the full amount of the Bank Group Obligations (the obligations subject to the Purchase Notice are hereinafter referred to as the "**Purchase Option Obligations**") as provided in Section 8.3 hereof on the date of the Purchase Notice (plus such other amounts as the Convertible Note Representative and/or the Escrow Agent shall require in accordance with their arrangements with the Purchasing Noteholders). The Purchasing Noteholders shall send the Purchase Notice to the applicable Selling Representatives only after all required funds have been delivered to the Escrow Agent, and the Escrow Agent shall confirm to the Selling Representatives in writing that such cash or other funds have been so received by Escrow Agent. Once received by the Selling Representatives, the Purchase Notice shall be irrevocable. Notwithstanding anything in this Section 8 to the contrary, if the Restructuring Convertible Note Secured Parties (other than the Restructuring Convertible Note Representative) shall have given a Purchase Notice with respect to any Purchase Option Obligations, the New Money Convertible Note Secured Parties (other than the New Money Convertible Note Representative) may, on or prior to the date specified as the closing date for the purchase of such Purchase Option Obligations in such Purchase Notice, acquire the right to purchase such Purchase Option Obligations from the applicable Restructuring Convertible Note Secured Parties upon one (1) Business Day prior written notice and by delivering an amount in cash or other immediately available funds equal to the amount deposited with the Escrow Agent by the applicable Restructuring Convertible Note Secured Parties to the Restructuring Convertible Note Representative (such right, the "**Right of First Refusal**"). To the extent that the Restructuring Convertible Note Secured Parties (other than the Restructuring Convertible Note Representative) wish to exercise the Purchase Option, they shall deliver concurrently with delivery of the Purchase Notice to the applicable Selling Representatives, a copy of such Purchase Notice to the New Money Convertible Note Secured Parties, as well as details for a bank account to which cash or other immediately available funds should be delivered to, if the New Money Convertible Note Secured Parties (other than the New Money Convertible Note Representative) wish to exercise their Right of First Refusal.

8.2 Purchase and Sale. To the extent permitted by applicable law, on the date specified in the Purchase Notice (which date shall not be less than five (5) Business Days, nor more than twenty (20) Business Days, after the receipt by the Selling Representatives of the Purchase Notice), the Bank Group Secured Parties, shall sell to the Purchasing Noteholders, and the Purchasing Noteholders shall purchase from the Bank Group Secured Parties in the manner provided in this Section 8, their pro rata portion of the full amount of all of the Purchase Option Obligations; provided that, the Bank Group Secured Parties selling such Purchase Option

Obligations shall retain all rights to be indemnified or held harmless by the Bank Group Loan Parties in accordance with the terms of the applicable Loan Documents but shall not retain any rights to the security therefor. Each of the Bank Group Secured Parties hereby represents and warrants that, as of the date hereof, no approval of any court or other regulatory or governmental authority is required for such sale.

8.3 Payment of Purchase Price. Upon the date of such purchase and sale, the Purchasing Noteholders shall, by deposit with the Escrow Agent as provided in Section 8.1 hereof, authorize the Escrow Agent to (a) pay to the Bank Group Secured Parties as the purchase price therefor their pro rata portion of the full amount of all the Purchase Option Obligations then outstanding and unpaid (including principal, interest, fees and expenses, including reasonable attorneys' fees and legal expenses, but excluding the early termination fee payable pursuant to the applicable Loan Documents), (b) furnish their pro rata portion of cash collateral to the Bank Group Secured Parties for one hundred three and one-half percent (103.5%) of the aggregate undrawn face amount of any issued and outstanding letters of credit provided the Bank Group Secured Parties and to secure the Bank Group Secured Parties for one hundred percent (100%) of the Bank Group Loan Parties' other contingent obligations as provided in the applicable Loan Documents, including but not limited to, any Bank Services Obligations or Swap Obligations (determined as of the date of such purchase and sale), (c) agree to reimburse the Bank Group Secured Parties for their pro rata portion of any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) in connection with any commissions, fees, costs or expenses related to any issued and outstanding letters of credit as described above and any checks or other payments provisionally credited to the Purchase Option Obligations, and/or as to which the Bank Group Secured Parties have not yet received final payment, (d) agree to reimburse the Bank Group Secured Parties in respect of indemnification obligations of the Bank Group Loan Parties under the applicable Loan Documents that result in any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) to the Bank Group Secured Parties; provided, that, in no event will the Purchasing Noteholders have any liability for such amounts in excess of their pro rata portion of proceeds of the applicable Common Collateral received by the Convertible Note Representative or the Purchasing Noteholders and (e) agree to indemnify and hold harmless the Bank Group Secured Parties from and against their pro rata portion of any loss, liability, claim, damage or expense (including reasonable fees and expenses of legal counsel) arising out of any claim asserted by a third party in respect of the applicable Purchase Option Obligations or applicable Common Collateral as a direct result of any acts by the Convertible Note Representative or the Purchasing Noteholders occurring after the date of such purchase. Such purchase price and cash collateral shall be remitted by wire transfer in federal funds to such bank account of the applicable Seller Representative as such Seller Representative may designate in writing to Escrow Agent for such purpose. Interest shall be calculated to but excluding the Business Day on which such purchase and sale shall occur if the amounts so paid by the Purchasing Noteholders to the bank account designated by applicable Seller Representative are received in such bank account prior to 1:00 p.m., New York City time and interest shall be calculated to and including such Business Day if the amounts so paid by the Purchasing Noteholders to the bank account designated by the applicable Seller Representative are received in such bank account later than 1:00 p.m., New York City time.

8.4 Limitation on Representations and Warranties. Such purchase shall be expressly made without representation or warranty of any kind by the Bank Group Secured Parties as to the Purchase Option Obligations or otherwise and without recourse to the Bank Group Secured Parties, except that the Bank Group Secured Parties shall represent and warrant: (a) the amount of the Purchase Option Obligations being purchased from them, (b) that the Bank Group Secured Parties own the applicable Purchase Option Obligations free and clear of any Liens or encumbrances and (c) that the Bank Group Secured Parties have the right to assign such Purchase Option Obligations and the assignment is duly authorized.

8.5 Notice of Exercise of Remedies.

(a) The Bank Group Representative will deliver to the Convertible Note Representative at least five (5) Business Days prior written notice (or, if Exigent Circumstances exist, such shorter period as is deemed practicable under such circumstances by the Bank Group Representative) of its intention to commence any Enforcement Action or accelerate the Bank Group Obligations (such notice being a "**Trigger Notice**"). If an Exigent Circumstance exists, the applicable Representative will give the Convertible Note Representative the Trigger Notice as soon as practicable and in any event contemporaneously with the taking of such action, and the Convertible Note Representative (and not any other Representative) shall have the obligation to deliver any Trigger Notice to the other Convertible Note Secured Parties and covenants to do so within a commercially reasonable time following receipt thereof from the applicable Representative.

(b) Unless an Exigent Circumstance exists, for a period not to exceed five (5) Business Days following delivery of a Trigger Notice from the applicable Representative to the Convertible Note Representative, and at any time following the receipt by a Seller Representative of a Purchase Notice from the Purchasing Noteholders (or their Representative), the applicable Secured Parties shall not commence (and following receipt of a Purchase Notice shall not further pursue) any foreclosure or other action to sell or otherwise realize upon the applicable Common Collateral (provided that continuing collection of accounts receivable and other actions permitted under the applicable Loan Documents shall not be prohibited hereunder), provided, that, the applicable Secured Parties' forbearance shall terminate if the purchase and sale with respect to the applicable Purchase Option Obligations provided for herein shall not have closed and the applicable Secured Parties shall not have received Payment in Full of the applicable Purchase Option Obligations as provided for herein on or prior to the date specified as the closing date for such purchase in the applicable Purchase Notice.

SECTION 9. *Bailment for Perfection of Certain Security Interests.*

Each of the Bank Group Representative, on behalf of itself and each Bank Group Secured Party, and the Convertible Note Representative, on behalf of itself and each Convertible Note Secured Party, hereby acknowledge that, to the extent that it or a third party on its behalf, holds physical possession of or has "control" (as defined in the Uniform Commercial Code) over, or is noted as a lienholder on or maintains possession or custody of any certificate of title with respect to any vehicle constituting, Common Collateral pursuant to the Bank Group Security Documents or the Convertible Note Security Documents, as applicable, the Bank Group Representative, on behalf of itself and each Bank Group Secured Party, and the Convertible Note Representative, on its behalf and each Convertible Note Secured Party, as applicable, each agree to, directly or through a third party, hold or control, or suffer to exist any notation thereof as lienholder on or

maintain possession or custody of such certificate of title with respect to any vehicle constituting, such Common Collateral as bailee and as non-fiduciary agent for the Bank Group Representative or the Convertible Note Representative, as applicable (such bailment and agency being intended, among other things, to satisfy the requirements of Sections 9-313(c), 9-104, 9-105, 9-106, and 9-107 of the UCC and applicable certificate of title laws), solely for the purpose of (i) perfecting the security interest (including any second-priority or third-priority security interest) granted under the Bank Group Documents or the Convertible Note Documents, as applicable, in such Common Collateral and (ii) maintaining possession and custody by persons other than the Company or any subsidiary thereof (and providing for safekeeping) of any certificates of title with respect to any vehicles constituting Common Collateral in which any such security instrument has so been granted, all subject to the terms and conditions of this Section 9 (the Bank Group Representative or the Convertible Note Representative in such capacity, the "**Control Representative**"). Nothing in this Section 9 shall be construed to impose any duty on the Bank Group Representative or the Convertible Note Representative (or any third party acting on either such Person's behalf) or create any fiduciary relationship with respect to such Common Collateral or provide the Bank Group Representative, any Bank Group Secured Party, the Convertible Note Representatives or any Convertible Note Secured Party, as applicable, with any rights with respect to such Common Collateral beyond those specified in this Agreement, the Bank Group Security Documents and the Convertible Note Security Documents, as applicable; provided, that subsequent to the occurrence of the Bank Group Obligations Payment Date (so long as the Convertible Notes Obligations have not been Paid in Full), the Bank Group Representative shall (i) deliver to the Convertible Note Representative, at the Bank Group Loan Parties' sole cost and expense, the Common Collateral (or, in the case of vehicles constituting Common Collateral, any certificates of title with respect to such vehicles) in its possession or custody or control together with any necessary endorsements or (in the case of certificates of title for vehicles) releases of Liens to the extent required by the Bank Group Documents or this Agreement or (ii) direct and deliver such Common Collateral (or, in the case of vehicles constituting Common Collateral, any certificates of title with respect to such vehicles) as a court of competent jurisdiction otherwise directs. For the avoidance of doubt, nothing in this Section 9 is intended to satisfy any obligation on the part of any Bank Group Loan Party pursuant to any applicable Loan Document in respect of the attachment or perfection of a Lien in any Collateral to the extent the action contemplated in this Section 9 does not result in the attachment or perfection of such Lien.

SECTION 10. *Obligations Unconditional.*

10.1 Bank Group Obligations Unconditional. All rights and interests of the Bank Group Secured Parties hereunder, and all agreements and obligations of the Pension Fund Secured Parties and the Convertible Note Secured Parties (and, to the extent applicable, the Bank Group Loan Parties) hereunder, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Bank Group Document;

(b) any change in the time, place or manner of payment of, or in any other term of, all or any portion of the Bank Group Obligations, or any amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of any Bank Group Document;

(c) prior to the Bank Group Obligations Payment Date, any exchange, release, voiding, avoidance or non-perfection of any security interest in any Common Collateral or any other collateral, or any release, amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of all or any portion of the Bank Group Obligations or any guarantee or guaranty thereof; or

(d) any other circumstances that otherwise might constitute a defense available to, or a discharge of, any Bank Group Loan Party in respect of the Bank Group Obligations, or of any of the Pension Fund Representative, the Convertible Note Representative or any Bank Group Loan Party, to the extent applicable, in respect of this Agreement (other than performance or payment).

10.2 Pension Fund Obligations Unconditional. All rights and interests of the Pension Fund Secured Parties hereunder, and all agreements and obligations of the Bank Group Secured Parties and the Convertible Note Secured Parties (and, to the extent applicable, the Pension Fund Obligors) hereunder, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Pension Fund Document;

(b) any change in the time, place or manner of payment of, or in any other term of, all or any portion of the Pension Fund Obligations, or any amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of any Pension Fund Document;

(c) any exchange, release, voiding, avoidance or non-perfection of any security interest in any Pension Common Collateral or any other collateral, or any release, amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of all or any portion of the Pension Fund Obligations or any guarantee or guaranty thereof; or

(d) any other circumstances that otherwise might constitute a defense available to, or a discharge of, any Pension Fund Obligor in respect of the Pension Fund Obligations or any Bank Group Secured Party, any Convertible Note Secured Party or any Pension Fund Obligor in respect of this Agreement (other than performance or payment).

10.3 Convertible Note Obligations Unconditional. All rights and interests of the Convertible Note Secured Parties hereunder, and all agreements and obligations of the Bank Group Secured Parties and the Pension Fund Secured Parties (and, to the extent applicable, the Bank Group Loan Parties) hereunder, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Convertible Note Document;

(b) any change in the time, place or manner of payment of, or in any other term of, all or any portion of the Convertible Note Obligations, or any amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of any Convertible Note Document;

(c) any exchange, release, voiding, avoidance or non-perfection of any security interest in any Common Collateral or any other collateral, or any release, amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of all or any portion of the Convertible Note Obligations or any guarantee or guaranty thereof; or

(d) any other circumstances that otherwise might constitute a defense available to, or a discharge of, any Bank Group Loan Party in respect of the Convertible Note Obligations or any Bank Group Secured Party, any Pension Fund Secured Party or any Bank Group Loan Party in respect of this Agreement (other than performance or payment).

SECTION 11. *Miscellaneous.*

11.1 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any Bank Group Document, any Pension Fund Document or any Convertible Note Document, the provisions of this Agreement shall govern. With respect to the Pension Fund Representative and the other Pension Fund Secured Parties and the obligations of the Pension Fund Representative under the Pension Fund Documents only, in the event of a conflict between this Agreement and the Pension Fund Documents, the terms of the Pension Fund Documents shall govern and control. With respect to the Convertible Note Representative and the other applicable Convertible Note Secured Parties and the obligations of the Convertible Note Representative (and the New Money Convertible Note Representative and the Restructuring Convertible Note Representative) under the applicable Convertible Note Documents only, in the event of a conflict between this Agreement and such Convertible Note Documents, the terms of the applicable Convertible Note Documents shall govern and control.

11.2 Continuing Nature of Provisions. This Agreement shall continue to be effective, and shall not be revocable by any party hereto, until the latest to occur of (i) Bank Group Obligations Payment Date, (ii) the date on which all of the outstanding Convertible Note Obligations shall have been Paid in Full and (iii) the date on which all of the outstanding Pension Fund Obligations shall have been Paid in Full. This is a continuing agreement and the parties hereto may continue, at any time and without notice to the other parties hereto, to extend credit and other financial accommodations, lend monies and provide indebtedness to, or for the benefit of, Company or any other Bank Group Loan Party on the faith hereof.

11.3 Amendments; Waivers. (a) No amendment or modification of any of the provisions of this Agreement shall be effective unless the same shall be in writing and signed by the Bank Group Representative, the Pension Fund Representative and the Convertible Note Representative, and, in the case of amendments or modifications of this Agreement that directly affect the rights or duties of any Bank Group Loan Party or Pension Fund Obligor, such Bank Group Loan Party or Pension Fund Obligor, as applicable, which includes, without limitation, amendments to Section 9 and, in the case of amendments to Section 3.1(c) or 11.3, the ABL Representative; provided that no amendment or modification of Section 2.4 or 3.1(d) of this Agreement shall be effective unless (i) the Escrow Agreements have been terminated in accordance with their terms or (ii) the ABL Representative consents to such amendment or modification.

(b) Subject to the last sentence of Section 2.2, it is understood that the Bank Group Representative, the Pension Fund Representative and the Convertible Note Representative, without the consent of any other Bank Group Secured Party, Pension Fund Secured Party or Convertible Note Secured Party, may in their discretion determine that a supplemental agreement (which may take the form of an amendment and restatement of this Agreement) is necessary or appropriate to facilitate having additional indebtedness or other obligations ("**Additional Debt**") of any of the Bank Group Loan Parties become Bank Group Obligations, of any of the Pension Fund Obligors become Pension Fund Obligations, of any Bank Group Loan Party become Convertible Note Obligations, as the case may be, under this Agreement, which supplemental agreement shall specify whether such Additional Debt constitutes Bank Group Obligations, Pension Fund Obligations or Convertible Note Obligations, provided, that, in the case of any such Additional Debt such Additional Debt is permitted to be incurred by the Loan Documents then extant, and is permitted by such Loan Documents to be subject to the provisions of this Agreement as Bank Group Obligations, Pension Fund Obligations or Convertible Note Obligations, as applicable.

11.4 Information Concerning Financial Condition of the Company and the other Bank Group Loan Parties. Each of the Pension Fund Secured Parties (other than the Pension Fund Representative), the Bank Group Representative and the Convertible Note Secured Parties (other than the Convertible Note Representative) hereby assume responsibility for keeping itself informed of the financial condition of the Company and each of the other Bank Group Loan Parties or Pension Fund Obligors, as applicable, and all other circumstances bearing upon the risk of nonpayment of the Bank Group Obligations, the Pension Fund Obligations or the Convertible Note Obligations. The Pension Fund Representative, the Bank Group Representative and the Convertible Note Representative hereby agree that no party shall have any duty to advise any other party of information known to it regarding such condition or any such circumstances. In the event the Pension Fund Representative, the Bank Group Representative or the Convertible Note Representative, in its sole discretion, undertakes at any time or from time to time to provide any information to any other party to this Agreement, it shall be under no obligation (a) to provide any such information to such other party or any other party on any subsequent occasion, (b) to undertake any investigation not a part of its regular business routine, or (c) to disclose any other information. Nothing contained in this Agreement or otherwise will in any event be deemed to constitute any party the agent of any other party hereto for any purpose nor to create any fiduciary relationship between any party hereto and any other party hereto.

11.5 Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than the State of New York are governed by the laws of such jurisdiction.

11.6 Submission to Jurisdiction. (a) Each Bank Group Secured Party, each Pension Fund Secured Party, each Convertible Note Secured Party, each Bank Group Loan Party and each Pension Fund Obligor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each such

party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each such party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the any Bank Group Secured Party, Pension Fund Secured Party or Convertible Note Secured Party may otherwise have to bring any action or proceeding against any Bank Group Loan Party, Pension Fund Obligor or its properties in the courts of any jurisdiction.

(b) Each Bank Group Secured Party, each Pension Fund Secured Party, each Convertible Note Secured Party and each Bank Group Loan Party and each Pension Fund Obligor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so (i) any objection it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (a) of this Section and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.7. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

11.7 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, or sent by overnight express courier service or United States mail or electronic mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or electronic mail or five days after deposit in the United States mail (certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto (until notice of a change thereof is delivered as provided in this Section) shall be as set forth below each party's name on the signature pages hereof, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties. Notwithstanding the foregoing, no notice or other communication to the Convertible Note Representative, the Restructuring Convertible Note Representative or the New Money Convertible Note Representative shall be deemed to have been given or delivered until actually received by it at the address designated by it pursuant to this Section 11.7.

11.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and each of the Bank Group Secured Parties, Pension Fund Secured Parties and Convertible Note Secured Parties and their respective successors and assigns, and nothing herein is intended, or shall be construed to give, any other Person (other than the Bank Group Loan Parties as set forth in Section 3.5, 3.6 and 9.3 and the ABL Secured Parties as set forth in Sections 3.1(c) and 11.3) any right, remedy or claim under, to or in respect of this Agreement or any applicable Common Collateral.

11.9 Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

11.10 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

11.11 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic PDF transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective when it shall have been executed by each party hereto.

11.12 **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

11.13 Authority to Execute. By its signature, the Bank Group Representative executes this Agreement by and on behalf of itself and the Bank Group Secured Parties, and represents and warrants that it is duly authorized to execute this Agreement on its behalf and on behalf of the Bank Group Secured Parties. By its signature, the Pension Fund Representative executes this Agreement by and on behalf of itself and the Pension Fund Secured Parties, and represents and warrants that it is duly authorized to execute this Agreement on its behalf and on behalf of the Pension Fund Secured Parties in its capacity as agent under the Existing Pension Fund Agreement. By its signature, the Convertible Note Representative executes this Agreement by and on behalf of the applicable Convertible Note Secured Parties, and represents and warrants that it is duly authorized to execute this Agreement on its behalf and on behalf of the applicable Convertible Note Secured Parties in its capacity as collateral trustee under the Collateral Trust Agreement. By its signature, the ABL Representative executes this Agreement by and on behalf of itself and the ABL Secured Parties, and represents and warrants that it is duly authorized to execute this Agreement on its behalf and on behalf of the ABL Secured Parties.

11.14 No Effect on Other Obligations. Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall be construed or interpreted or is intended as a waiver of or limitation on any rights, powers, privileges or remedies that any Pension Fund Secured Party has or may have under its respective participation agreement(s) or under applicable law with respect to any contributions or other obligations of any of the Pension Fund Obligors or their affiliates to such Pension Fund Secured Party, other than the Pension Fund Obligations (all such other required contributions and obligations being "**Other Obligations**"). The Bank Group Representative and the Convertible Note Representative hereby agree, on behalf of itself and the Bank Group Secured Parties or Convertible Note Secured Parties, as applicable, that this Agreement in no way restricts the Pension Fund Secured Parties from exercising (and that each of the Pension Fund Secured Parties are free to exercise) any and all rights, powers, privileges or remedies that any Pension Fund Secured Party may have by contract or under applicable law with respect to Other Obligations. As to the Pension Fund Obligations,

except as otherwise set forth in this Agreement (including, without limitation, Sections 3.2, 3.3, 4.1 and 5.6 of this Agreement), the Pension Fund Representative and the Pension Fund Secured Parties may exercise rights and remedies, and take actions in any Insolvency Proceeding, as unsecured creditors in accordance with the terms of the Pension Fund Documents and applicable law.

11.15 Relationship between the Pension Fund Representative, the Pension Fund Secured Parties, the Convertible Note Representative, the Convertible Note Secured Parties and Local Counsel for the Bank Group Representative. The Pension Fund Representative, for itself and for the benefit of the Pension Fund Secured Parties, and the Convertible Note Representative, on behalf of the applicable Convertible Note Secured Parties, acknowledges and agrees that local counsel for the Bank Group Representative, by furnishing any legal opinions requested by the Pension Fund Representative or the Convertible Note Representative in respect of the Pension Fund Representative's Lien on the Pension Fund Collateral or the Convertible Note Representative's Lien on any applicable Common Collateral, and any advice related thereto does not intend to create, and by such action does not create, any attorney/client relationship with the Pension Fund Representative or any Pension Fund Secured Party or the Convertible Note Representative or any Convertible Note Secured Party. In addition, the Pension Fund Representative, for itself and for the benefit of the Pension Fund Secured Parties, and the Convertible Note Representative, on behalf of itself and the applicable Convertible Note Secured Parties, agrees that the delivery of such legal opinions will not constitute a basis for disqualification of such local counsel in connection with any matters that such local counsel might at any time hereafter undertake on behalf of the Bank Group Representative or any Bank Group Secured Party that could be considered adverse to the interests of the Pension Fund Representative or any Pension Fund Secured Party or the Convertible Note Representative or any Convertible Note Secured Party with respect to, or involving, the Bank Group Loan Parties. This provision is expressly intended to be for the benefit of all local counsel for the Bank Group Representative, and the Pension Fund Representative and the Convertible Note Representative acknowledges that such local counsel are relying on this provision in connection with the issuance of their legal opinions to the Pension Fund Representative and the Convertible Note Representative, as applicable. Subject to the Pension Fund Representative's, on behalf of itself and the other Pension Fund Secured Parties, and the Convertible Note Representative's, on behalf of the applicable Convertible Note Secured Parties, agreement to the foregoing, the Bank Group Representative hereby directs such local counsel to deliver such requested opinions to the Pension Fund Representative and the other Pension Fund Secured Parties and to the Convertible Note Representative and the applicable Convertible Note Secured Parties, provided that any fees, charges and disbursements of such local counsel in connection with the preparation, negotiation and delivery of such legal opinions shall be for the ratable account of the Pension Fund Secured Parties (other than the Pension Fund Representative) or the applicable Convertible Note Secured Parties (other than the Convertible Note Representative) to the extent not otherwise paid by the Bank Group Loan Parties.

11.16 Originator Intercreditor Agreement. In the event that any Bank Group Representative or Convertible Note Representative becomes a holder or a pledgee of an Originator Subordinated Secured Note, such Representative, on behalf of its applicable Secured Parties, acknowledges and agrees that as a holder it will be bound by, and as a pledgee, any such pledge or exercise of remedies under such pledge shall be subject to, the terms of the Originator

Intercreditor Agreement. In the event of any conflict between the terms of any Originator Subordinated Secured Note and the Originator Intercreditor Agreement, the terms of the Originator Intercreditor Agreement shall govern as among the Bank Group Representative, the Convertible Note Representative, the ABL Representative and the Bank Group Loan Parties, as applicable.

11.17 Designation by Pension Fund Representative. The Pension Fund Representative hereby designates Wilmington Trust, National Association, successor by merger to Wilmington Trust FSB, a federal savings bank, and may hereafter designate any other affiliate of the Pension Fund Representative, as sub-agent on behalf of the Pension Fund Representative (in such capacity, the "**Sub-Agent**"), for purposes of perfecting and otherwise being and acting as the secured party in respect of the Pension Fund Lien on the Pension Fund Collateral, and the Sub-Agent shall have all of the rights, duties and obligations of the Pension Fund Representative under this Agreement in such capacity.

[Signature Pages Follow**]**

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

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Bank Group Representative for and on behalf of the Bank Group Secured Parties

By: ______________________________
Name:
Title:

Address for Notices:

Attention:
Facsimile No.:

Signature Page to Amended and Restated Intercreditor Agreement

WILMINGTON TRUST COMPANY, as Pension Fund Representative for and on behalf of the Pension Fund Secured Parties

By: ______________________________
Name:
Title:

Address for Notices: 1100 North Market Street Rodney Square North
Wilmington, DE 19890

Attention: W. Thomas Morris, Vice President
Facsimile No.: 302-636-4145
Email: tmorris@wilmingtontrust.com

Signature Page to Amended and Restated Intercreditor Agreement

U.S. BANK NATIONAL ASSOCIATION, not individually, but solely in its capacity as Convertible Note Representative for and on behalf of the Convertible Note Secured Parties

By: ______________________________________
Name:
Title:

Address for Notices: [__________________]
[__________________]
[__________________]

Attention: [__________________]
Facsimile No.: [__________________]
Email: [__________________]

JPMORGAN CHASE BANK, N.A., as ABL Representative for and on behalf of the ABL Secured Parties, solely for the purposes of Sections 3.1(c) and 11.3

By: ______________________________________
Name:
Title:

Address for Notices: [__________________]
[__________________]
[__________________]

Attention: [__________________]
Facsimile No.: [__________________]
Email: [__________________]

[LIST YRC PARTIES AND CAPACITY AS BANK GROUP LOAN PARTIES AND/OR PENSION FUND OBLIGORS]

By: ____
Name:
Title:

Address for Notices:

Attention:
Facsimile No.:

Signature Page to Amended and Restated Intercreditor Agreement

SCHEDULE A

Reference is made to the Amended and Restated Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), dated as of July 22, 2011, by and among JPMorgan Chase Bank, National Association, as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Bank Group Representative**") for the Bank Group Secured Parties (as defined in the Intercreditor Agreement), Wilmington Trust Company, as Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Pension Fund Representative**") for the Pension Fund Secured Parties (as defined in the Intercreditor Agreement), U.S. Bank National Association, as Collateral Trustee (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Convertible Note Representative**") for the Convertible Note Secured Parties (as defined in the Intercreditor Agreement), solely for the purposes of Sections 3.1(c) and 11.3 hereof, JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**ABL Representative**") for the ABL Secured Parties (as defined in the Intercreditor Agreement), YRC Worldwide Inc. (the "**Company**") and each of the other Bank Group Loan Parties (as defined in the Intercreditor Agreement) party thereto.

The Bank Group Representative has a Senior Lien on all Bank Group Priority Common Collateral

The Bank Group Representative has a Senior Lien on the following Pension Fund Collateral:

See Attachment A-1 to this Schedule A

The Pension Fund Representative has a Senior Lien on the following Pension Fund Collateral:

See Attachment A-2 to this Schedule A

SCHEDULE B

Reference is made to the Amended and Restated Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), dated as of July 22, 2011, by and among JPMorgan Chase Bank, National Association, as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Bank Group Representative**") for the Bank Group Secured Parties (as defined in the Intercreditor Agreement), Wilmington Trust Company, as Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Pension Fund Representative**") for the Pension Fund Secured Parties (as defined in the Intercreditor Agreement), U.S. Bank National Association, as Collateral Trustee (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Convertible Note Representative**") for the Convertible Note Secured Parties (as defined in the Intercreditor Agreement), solely for purposes of Sections 3.1(c) and 11.3 hereof, JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**ABL Representative**") for the ABL Secured Parties (as defined in the Intercreditor Agreement), YRC Worldwide Inc. (the "**Company**") and each of the other Bank Group Loan Parties (as defined in the Intercreditor Agreement) party thereto.

The Bank Group Representative has a Junior Second Lien on the following Pension Fund Collateral:

See Attachment B-1 to this Schedule B

The Convertible Note Representative has a Junior Second Lien on the following Pension Fund Collateral (which shall exclude Junior Second Liens on leasehold interests in respect of which the Bank Group Representative shall have a Lien as of the date of this Agreement):

See Attachment B-2 to this Schedule B

The Convertible Note Representative has a Junior Second Lien on all Bank Group Priority Common Collateral (which shall exclude Junior Second Liens on leasehold interests in respect of which the Bank Group Representative shall have a Lien as of the date of this Agreement)

SCHEDULE C

Reference is made to the Amended and Restated Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), dated as of July 22, 2011, by and among JPMorgan Chase Bank, National Association, as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Bank Group Representative**") for the Bank Group Secured Parties (as defined in the Intercreditor Agreement), Wilmington Trust Company, as Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Pension Fund Representative**") for the Pension Fund Secured Parties (as defined in the Intercreditor Agreement), U.S. Bank National Association, as Collateral Trustee (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**Convertible Note Representative**") for the Convertible Note Secured Parties (as defined in the Intercreditor Agreement), solely for purposes of Sections 3.1(c) and 11.3 hereof, JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, with its successors and assigns, and as more specifically defined in the Intercreditor Agreement, the "**ABL Representative**") for the ABL Secured Parties (as defined in the Intercreditor Agreement), YRC Worldwide Inc. (the "**Company**") and each of the other Bank Group Loan Parties (as defined in the Intercreditor Agreement) party thereto.

The Pension Fund Representative has a Junior Third Lien on the following Pension Fund Collateral:

See Attachment C-1 to this Schedule C

The Convertible Note Representative has a Junior Third Lien on the following Pension Fund Collateral (which shall exclude Junior Third Liens on leasehold interests in respect of which the Bank Group Representative shall have a Lien as of the date of this Agreement):

See Attachment C-2 to this Schedule C

SCHEDULE D
LIEN PRIORITY SCHEDULE

	Bank Group Representative Lien Position	Pension Fund Representative Lien Position	Convertible Note Representative Lien Position
Assets (other than real estate) on which the Bank Group Representative has the sole Lien prior to the Transactions [Bank Group Priority Common Collateral]	Senior Lien	N/A	Junior Second Lien
Real estate on which the Bank Group Representative has the sole Lien prior to the Transactions (no prior Pension Fund Lien) [Bank Group Priority Common Collateral]	Senior Lien	N/A	Junior Second Lien
Real estate identified on Attachment A-1 to Schedule A on which the Bank Group Representative has a Senior Lien prior to the Transactions (Pension Fund Representative Junior Lien) [Pension Fund Collateral other than Pension Priority Common Collateral]	Senior Lien	Junior Third Lien	Junior Second Lien
Real estate identified on Attachment A-2 to Schedule A on which the Pension Fund Representative has a Senior Lien prior to the Transactions (Bank Group Representative Junior Lien) [Pension Priority Common Collateral]	Junior Second Lien	Senior Lien	Junior Third Lien

Exhibit 10.15

EXECUTION VERSION

COLLATERAL TRUST AGREEMENT

Dated as of July 22, 2011

among

YRC WORLDWIDE INC.,

CERTAIN OF ITS SUBSIDIARIES PARTIES HERETO,

U.S. BANK NATIONAL ASSOCIATION,
as Restructuring Note Indenture Trustee

U.S. BANK NATIONAL ASSOCIATION,
as New Money Note Indenture Trustee

and

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee

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Exhibits:

A Form of Notice of Acceleration
B Form of Joinder Agreement
C Form of Notice of Designation

The lien created by this Collateral Trust Agreement on the property described herein is junior and subordinate to the lien on such property created by any security agreement or similar instrument now or hereafter granted to JPMorgan Chase Bank, National Association, as Collateral Agent or as Administrative Agent (as applicable), and its successors and assigns in such property, in accordance with the provisions of the Amended and Restated Intercreditor Agreement dated as of July 22, 2011 among JPMorgan Chase Bank, National Association, as Administrative Agent, Wilmington Trust Company, as Pension Fund Representative, U.S. Bank National Association, as Convertible Note Representative, JPMorgan Chase Bank, N.A., as Administrative Agent under the ABL Credit Agreement, and YRC Worldwide Inc., and the other parties referred to therein, as amended, restated, supplemented or otherwise modified from time to time.

This COLLATERAL TRUST AGREEMENT, dated as of July 22, 2011 (this "Agreement"), among YRC Worldwide Inc., a Delaware corporation (the "Company"), the subsidiaries of the Company from time to time parties hereto (together with the Company, the "Grantors"), U.S. Bank National Association, as Restructuring Note Indenture Trustee, U.S. Bank National Association, as New Money Note Indenture Trustee and U.S. Bank National Association, as Collateral Trustee.

W I T N E S S E T H:

WHEREAS, the Grantors have, pursuant to the terms of the Trust Security Documents (such term and certain other capitalized terms used hereinafter being defined in Section 1.1), granted to the Collateral Trustee, for the benefit of the Secured Parties, security interests in the Collateral to secure the Secured Obligations as provided therein, and

WHEREAS, the Grantors and each Primary Holder Representative acting on behalf of the holders of the Primary Secured Obligations for which it is a representative intend that the Collateral Trustee act as the collateral trustee for the benefit of the Secured Parties pursuant to the terms of this Agreement to receive, hold, maintain, administer and distribute the Trust Estate and to enforce the Trust Security Documents and all interests, rights, powers and remedies of the Collateral Trustee with respect thereto or thereunder,

NOW, THEREFORE, in consideration of and subject to the premises and the mutual agreements set forth herein, the parties agree as follows:

DECLARATION OF TRUST:

To secure the payment and performance when due of the Secured Obligations, the Collateral Trustee does hereby declare that it will hold in trust under this Agreement all of its right, title and interest in, to and under the Trust Security Documents and all of the right, title and interest in and to the Collateral whether now existing or hereafter arising (including the Trust Monies) as is granted by the Grantors to the Collateral Trustee under the Trust Security Documents (such right, title and interest in and to the Trust Security Documents and such Collateral being hereinafter referred to as the "Trust Estate"),

TO HAVE AND TO HOLD the Trust Estate unto the Collateral Trustee and its successors in trust under this Agreement and its assigns as hereunder set forth.

IN TRUST NEVERTHELESS, under and subject to the terms and conditions herein set forth, for the benefit of the Secured Parties and as security for the payment and performance of the Secured Obligations;

PROVIDED, HOWEVER, that these presents are upon the condition that if the Grantors, their successors or assigns, shall satisfy the conditions set forth in Section 6.12, then this Agreement, and the estates and rights hereby assigned (with respect to the whole or a portion of the Trust Estate, as applicable), shall automatically cease, terminate and be void with respect to such portion of the Trust Estate or the entire Trust Estate, as applicable; otherwise they shall remain and be in full force and effect; and PROVIDED, in any case, the provisions of Sections 4.3, 4.4, 4.5, 4.6 4.7 and Sections 5.1, 5.2 and 5.4 hereof shall not be affected by such termination.

IT IS HEREBY FURTHER COVENANTED, DECLARED AND AGREED by the Collateral Trustee, the Grantors and each Primary Holder Representative on behalf of the holders of the Primary Secured Obligations represented by such Primary Holder Representative, that the Trust Estate so declared shall be received, held, maintained, administered, applied and distributed and the Trust Security Documents and all interests, rights, powers and remedies of the Collateral Trustee with respect thereto or thereunder shall be enforced and exercised by the Collateral Trustee, subject to the further terms, covenants, conditions and trusts hereinafter set forth.

SECTION 1.

DEFINED TERMS

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the New Money Note Indenture and/or Restructuring Note Indenture used herein shall have the meanings given to them in the New Money Note Indenture and/or Restructuring Note Indenture, as applicable.

(b) The following terms shall have the respective meanings set forth below:

"as Modified" has the meaning given to such phrase in Section 1.1(c).

"Agreement" shall mean this Collateral Trust Agreement as Modified.

"Bank Group Obligations" has the meaning given such term in the Intercreditor Agreement.

"Bankruptcy Law" shall mean each of the Bankruptcy Code and any similar federal, state or foreign law for the relief of debtors.

"Class" shall mean, as the context may require, the Restructuring Note Class or the New Money Note Class. "Class" also means the Restructuring Note Obligations or the New Money Note Obligations, as the context may require.

"Collateral" shall mean, collectively, all assets in which the Collateral Trustee is granted a security interest (and, in the case of the Security and Collateral Agency Agreement, all assets in which the collateral agent appointed thereunder by the Collateral Trustee and the Bank Group Representative is granted a security interest for the benefit of the Collateral Trustee and the Bank Group Representative on behalf of their respective secured parties) pursuant to this Agreement or any other Trust Security Document; provided that Collateral shall exclude Identified Collateral until the Bank Group Representative determines that its collateral shall include all or any portion of the Identified Collateral and provides written notice thereof to the Company (with a copy of each such written notice to be concurrently provided to the Collateral Trustee by the Bank Group Representative) and upon delivery of each such notice to the Company by the Bank Group Representative the applicable Identified Collateral shall be, and shall be deemed to be, Collateral for all purposes; and provided further, that Collateral shall exclude the Excluded Property.

"Collateral Account" shall have the meaning assigned in Section 3.1.

"Collateral Enforcement Action" shall mean, with respect to any Secured Party, for such Secured Party, whether or not in consultation with any other Secured Party, to exercise, seek to exercise, join any Person in exercising or to institute or to maintain or to participate in any action or proceeding with respect to, any rights or remedies with respect to any Collateral, including (i) instituting or maintaining, or joining any Person in instituting or maintaining, any enforcement, contest, protest, attachment, collection, execution, levy or foreclosure action or proceeding with respect to any Collateral, whether under any Secured Instrument, Trust Security Document or otherwise, (ii) exercising any right of set-off with respect to any Grantor with respect to the Secured Obligations, or (iii) exercising any other right or remedy under the UCC of any applicable jurisdiction or under any Bankruptcy Law or other applicable law.

"Collateral Trustee" shall mean U.S. Bank National Association, in its capacity as collateral trustee pursuant to the terms of this Agreement, and any successor or assignee appointed hereunder.

"Deposit Account Control Agreement" shall have the meaning assigned to such term in the Security Agreement.

"Directing Parties" shall mean:

(1) in the case of matters relating to requests by the Directing Parties to the Grantors to grant or perfect Liens on Collateral as required by any Restructuring Note Document or New Money Note Document, or to request additional information, such applicable Primary Holder Representative; and

(2) in all other cases, including in the case of matters relating to the exercise of rights or remedies (including the taking or refraining from taking of any action) against or in respect of the Collateral or the enforcement of the Trust Security Documents, both Primary Holder Representatives (each Primary Holder Representative determination to be made in accordance with the terms, conditions and provisions of the Indenture applicable to it) and, if the Primary Holder Representatives do not concur, Directing Parties shall mean (a) the New Money Note Indenture Trustee at all times when the New Money Note Obligations represent 25% or greater of the aggregate of the New Money Note Obligations and the Restructuring Note Obligations, or (b) the Majority Holders at all times when the New Money Note Obligations represent less than 25% of the aggregate of the New Money Note Obligations and the Restructuring Note Obligations.

"Distribution Date" shall mean each date fixed by the Collateral Trustee for a distribution to the Secured Parties of funds held in the Collateral Account, the first of which shall be within 30 days after the Collateral Trustee receives a Notice of Acceleration and the remainder of which shall be monthly thereafter (or more frequently if requested by the Directing Parties) on the day of the month corresponding to the first Distribution Date (or, if there be no such corresponding day, the last day of such month) provided that if any such day is not a Business Day, such Distribution Date shall be the next Business Day provided always that at no time shall a Distribution Date occur unless a Notice of Acceleration has been received by the Collateral Trustee and is in effect.

"Excluded Property" shall have the meaning assigned in the Security Agreement.

"Extensions of Credit" shall mean, with respect to any holder of Secured Obligations as of any date, the aggregate outstanding principal amount of all notes under the applicable Secured Instruments held by such holder then outstanding.

"Grantors" shall have the meaning assigned in the preamble hereto.

"Identified Collateral" shall have the meaning assigned in the Security Agreement.

"Indebtedness" shall mean, of any Person at any date, all indebtedness of such Person for borrowed money including, without limitation, contingent and matured obligations in respect of letters of credit.

"Indemnified Parties" shall have the meaning assigned in Section 4.6.

"Indenture Trustees" shall mean the Restructuring Note Indenture Trustee and the New Money Note Indenture Trustee.

"Indentures" shall mean, collectively, the Restructuring Note Indenture and the New Money Note Indenture.

"Insolvency Proceeding" shall mean each of the following, in each case with respect to the Company or any other Grantor: (a) (i) any voluntary or involuntary case or proceeding under any Bankruptcy Law or any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, (ii) any case or proceeding seeking receivership, liquidation, reorganization, winding up or other similar case or proceeding, (iii) any case or proceeding seeking arrangement, adjustment, protection, relief or composition of any debt and (iv) any case or proceeding seeking the entry of an order for relief or the appointment of a custodian, receiver, trustee or other similar official and (b) any general assignment for the benefit of creditors.

"Intercreditor Agreement" shall mean the Amended and Restated Intercreditor Agreement, dated as of July 22, 2011, among the Bank Group Representative, the Pension Fund Representative (each of the foregoing, as defined therein), the Collateral Trustee and others, as Modified.

"Majority Class Holders" shall mean, on any date, each of the Majority Restructuring Note Class Holders and the Majority New Money Note Class Holders.

"Majority Holders" shall mean, on any date, holders of Restructuring Note Obligations and New Money Note Obligations holding more than 50% of the sum of the aggregate Outstanding Amount of the New Money Notes and Restructuring Notes on such date.

"Majority New Money Note Class Holders" shall mean, on any date, New Money Note Class members holding more than 50% of the aggregate Outstanding Amount of the New Money Notes outstanding on such date.

"Majority Restructuring Note Class Holders" shall mean, on any date, Restructuring Note Class members holding more than 50% of the aggregate Outstanding Amount of the Restructuring Notes outstanding on such date.

"New Money Notes" shall mean the "Securities", as such term is defined in the New Money Notes Indenture, as Modified.

"New Money Note Class" shall mean, collectively (i) the Secured Parties that are holders of outstanding Extensions of Credit under the New Money Note Documents and (ii) as the context may require, the New Money Note Obligations.

"New Money Note Documents" shall mean the New Money Note Indenture, the New Money Notes and the Trust Security Documents, each of the foregoing as Modified.

"New Money Note Indenture" shall mean (i) the Series B Convertible Senior Secured Notes Indenture, dated as of July 22, 2011, among the Company, the Subsidiaries of the Company parties thereto, and U.S. Bank National Association, as Indenture Trustee, as Modified, and the New Money Notes issued thereunder and (ii) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any Indebtedness or other financial accommodation that has been incurred in a Qualifying Refinancing to Refinance (with the same or different lenders or holders) in whole or in part (under one or more separate agreements) the Indebtedness and other obligations outstanding under the New Money Note Indenture and the New Money Notes referred to in clause (i) above or any other agreement or instrument referred to in this clause (ii) unless such agreement or instrument expressly provides that it is not an indenture hereunder.

"New Money Note Indenture Trustee" shall mean U.S. Bank National Association, in its capacity as indenture trustee under the New Money Note Indenture, and any successor or assignee appointed thereunder.

"New Money Note Obligations" shall mean, collectively, the unpaid principal of and interest on the New Money Notes and all other obligations and liabilities of the Company or any other Grantor (including, without limitation, interest accruing at the then applicable rate provided in the New Money Note Indenture after the maturity of the New Money Notes and Post-Petition Interest) to the New Money Note Indenture Trustee or any holder of New Money Notes, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, that arise under, out of, or in connection with, the New Money Note Documents, or any document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, fees, prepayment premiums, indemnities, costs, expenses, Guarantees or otherwise (including, without limitation, all fees and disbursements of counsel, agents and professional advisors to the New Money Note Indenture Trustee or any holder of New Money Notes that are required to be paid by the Company or any of the other Grantors pursuant to the terms of any of the foregoing agreements).

"Notice Effective Time" shall mean, with respect to a Notice of Acceleration or a Notice of Cancellation, as the case may be, the time of the Collateral Trustee's delivery of a written acknowledgement of its receipt of such Notice of Acceleration or Notice of Cancellation, to the applicable Primary Holder Representative, which written acknowledgement shall be delivered by the Collateral Trustee no later than the second Business Day after the Business Day on which such Notice of Acceleration or Notice of Cancellation containing the information required hereby is received at the address of the Collateral Trustee specified for notices in this Agreement.

"Notice of Acceleration" shall mean a written notice delivered to the Collateral Trustee by a Primary Holder Representative in respect of the Secured Obligations for which such Primary Holder Representative acts, stating that (a) the Secured Obligations for which such Primary Holder Representative acts as a representative have not been paid in full at the stated final maturity thereof and any applicable grace period has expired or (b) an Event of Default has occurred and is continuing under and as defined in the provisions of the Secured Instruments for which such Primary Holder Representative acts as a representative and, as a result thereof, the related Secured Obligations outstanding under such Secured Instruments have become (or have been declared to be) due and payable in accordance with the terms of such Secured Instruments and have not been paid in full. Each Notice of Acceleration shall be in substantially the form of Exhibit A attached hereto.

"Notice of Cancellation" shall have the meaning assigned in Section 2.1(c).

"Notice of Designation" shall have the meaning assigned in Section 7.2.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel reasonably satisfactory to the Collateral Trustee, who may be counsel to the Company.

"Outstanding Amount" shall mean with respect to Indebtedness, the aggregate outstanding principal amount thereof determined in accordance with the applicable Secured Instrument.

"paid in full" or "payment in full" or "pay such amounts in full" shall mean, with respect to any Secured Obligations, the payment in full (other than as part of a Refinancing) in cash of the principal of, accrued (but unpaid) interest (including Post-Petition Interest if applicable) and premium, if any on all such Secured Obligations (other than contingent indemnification obligations for which no claim has been made) and, with respect to letters of credit outstanding thereunder, delivery of cash collateral or backstop letters of credit in respect thereof in compliance with the applicable Secured Instruments in each case, after or concurrently with termination of all commitments thereunder and payment in full of all fees payable at or prior to the time such principal and interest are paid.

"Pension Fund Documents" has the meaning given such term in the Intercreditor Agreement.

"Pension Fund Obligations" has the meaning given such term in the Intercreditor Agreement.

"Person" shall mean an individual, a corporation, a limited liability company, a partnership (including without limitation, a joint venture), an unincorporated association, a trust or any other entity or organization, including but not limited to, a government or political subdivision or any agency or instrumentality thereof.

"Post-Petition Interest" shall mean all interest (or entitlement to fees or expenses or other charges) accruing or that would have accrued, whether as a result of the classification of the Secured Obligations as one secured claim with respect to the Collateral (and not separate classes) or otherwise, after the commencement of any Insolvency Proceeding, irrespective of whether a claim for post-filing or petition interest (or entitlement to fees or expenses or other charges) is allowed in any such Insolvency Proceeding.

"Post-Petition Securities" shall mean any debt securities or other Indebtedness received in full or partial satisfaction of any claim as part of any Insolvency Proceeding.

"Primary Holder Representatives" means, collectively, the New Money Note Indenture Trustee and the Restructuring Note Indenture Trustee.

"Primary Secured Obligations" means, collectively, the Restructuring Note Obligations and the New Money Note Obligations.

"Proceeds" shall mean all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC on the date hereof.

"Qualifying Refinancing" shall mean any Refinancing of any Secured Obligations that is not prohibited by the Secured Instruments.

"Refinancing Debt" shall mean, collectively, any Indebtedness or other financial accommodations designated by the Company as "Refinancing Debt" pursuant to Section 7.2.

"Refinancing" shall mean, with respect to any Indebtedness, such Indebtedness after giving effect to any refinancing, extension, renewal, defeasance, amendment, restatement, modification, supplement, restructuring, replacement, exchange, refunding or repayment thereof, or other Indebtedness (including under any Post-Petition Securities received on account of such Indebtedness) issued as part of any refinancing, extension, renewal, defeasance, amendment, restatement, modification, supplement, restructuring, replacement, exchange, refunding or repayment thereof, and the term "Refinance" has a correlative meaning.

"Responsible Officer" shall mean, as to the Company, any President, any Executive Vice President, any Senior Vice President, any Vice President, any Treasurer or Assistant Treasurer, the Chief Executive Officer or the Chief Financial Officer.

"Restructuring Notes" shall mean the "Securities", as such term is defined in the Restructuring Note Indenture, as Modified.

"Restructuring Note Class" shall mean, collectively (i) the Secured Parties that are holders of outstanding Extensions of Credit under the Restructuring Note Documents and (ii) as the context may require, the Restructuring Note Obligations.

"Restructuring Note Documents" shall mean the Restructuring Note Indenture, the Restructuring Notes and the Trust Security Documents, each of the foregoing as Modified.

"Restructuring Note Indenture" shall mean (i) the Series A Convertible Senior Secured Notes Indenture, dated as of July 22, 2011, among the Company, the Subsidiaries of the Company parties thereto, and U.S. Bank National Association, as Indenture Trustee, as Modified, and the Restructuring Notes issued thereunder and (ii) any other credit agreement, loan agreement, note agreement, promissory note, indenture or other agreement or instrument evidencing or governing the terms of any Indebtedness or other financial accommodation that has been incurred in a Qualifying Refinancing to Refinance (with the same or different lenders or holders) in whole or in part (under one or more separate agreements) the Indebtedness and other obligations outstanding under the Restructuring Note Indenture and the Restructuring Notes referred to in clause (i) above or any other agreement or instrument referred to in this clause (ii) unless such agreement or instrument expressly provides that it is not an indenture hereunder.

"Restructuring Note Indenture Trustee" shall mean U.S. Bank National Association, in its capacity as indenture trustee under the Restructuring Note Indenture, and any successor or assignee appointed thereunder.

"Restructuring Note Obligations" shall mean, collectively, the unpaid principal of and interest on the Restructuring Notes and all other obligations and liabilities of the Company or any other Grantor (including, without limitation, interest accruing at the then applicable rate provided in the Restructuring Note Indenture after the maturity of the Restructuring Notes and Post-Petition Interest) to the Restructuring Note Indenture Trustee or any holder of Restructuring Notes, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, that arise under, out of, or in connection with, the Restructuring Note Documents, or any document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, fees, prepayment premiums, indemnities, costs, expenses, Guarantees or otherwise (including, without limitation, all fees and disbursements of counsel, agents and professional advisors to the Restructuring Note Indenture Trustee or any holder of Restructuring Notes that are required to be paid by the Company or any of the other Grantors pursuant to the terms of any of the foregoing agreements).

"Secured Instruments" means, collectively, (i) the Restructuring Note Documents and (ii) the New Money Note Documents.

"Secured Obligations" shall mean, collectively, (i) all Restructuring Note Obligations, (ii) all New Money Note Obligations, and (iii) all obligations (including all Trustee Fees) owing to the Collateral Trustee hereunder and under the other Trust Security Documents, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred; provided, however, that to the extent any payment with respect to the Secured Obligations (whether by or on behalf of any Grantor, as proceeds of Collateral, enforcement of any right of set off or otherwise) is declared to be fraudulent or preferential in any respect, set aside or required to be paid to a debtor in possession, trustee, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

"Secured Parties" shall mean the Collateral Trustee, each Primary Holder Representative and each holder of Secured Obligations.

"Securities Account Control Agreement" shall have the meaning assigned to such term in the Security Agreement.

"Security Agreement" shall mean the Pledge and Security Agreement, dated as of the date hereof, executed and delivered by the Company and each Subsidiary Grantor in favor of the Collateral Trustee, as Modified.

"Security and Collateral Agency Agreement" means the Security and Collateral Agency Agreement, dated as of the date hereof, among the Collateral Trustee, the Bank Group Representative, JPMorgan Chase Bank, National Association, as collateral agent for the benefit of the Bank Group Secured Parties (as defined in the Intercreditor Agreement) and Secured Parties, the Company and certain of its Subsidiaries.

"Subsidiary Grantor" shall mean each Grantor other than the Company.

"Trust Estate" shall have the meaning assigned in the Declaration of Trust at the beginning of this Agreement.

"Trust Monies" shall have the meaning assigned in Section 3.1.

"Trust Security Documents" shall mean, collectively, this Agreement, the Security Agreement, the Mortgages, the Deposit Account Control Agreements, the Securities Account Control Agreements (if any), the Intercreditor Agreement, the Security and Collateral Agency Agreement, the other documents listed on Annex I and all other documents, instruments and agreements, including security agreements, pledge agreements, mortgages, guarantees, and intercreditor agreements, hereafter delivered to the Collateral Trustee (or to a separate collateral agent for the benefit of, among others, the Collateral Trustee and the other Secured Parties) granting a Lien on, perfecting or facilitating the perfection of a Lien on, or evidencing a Lien on, any property of any Person to secure the Secured Obligations.

"Trustee Fees" shall mean all reasonable and documented out-of-pocket fees, costs and expenses (including, without limitation, all reasonable and documented out-of-pocket fees and disbursements of counsel (limited to one primary and one local counsel in each applicable jurisdiction), agents and professional advisors) of and all outstanding indemnity obligations to the Collateral Trustee and any co-collateral trustees of the types described or otherwise specified in Sections 4.3, 4.4, 4.5 and 4.6 and in the other Trust Security Documents.

"UCC" shall have the meaning assigned in the Security Agreement.

"Vehicle Collateral" has the meaning assigned in the Security and Collateral Agency Agreement.

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, exhibit, schedule and annex references are to this Agreement unless, respectively, otherwise specified. References to agreements and instruments defined in Section 1.1(b) "as Modified" shall, be deemed to refer to such agreements and instruments as amended, amended and restated, supplemented, restated, extended, renewed, replaced or otherwise modified from time to time.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

(f) The words "include", "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

(g) If a delivery obligation hereunder falls on a day that is not a Business Day, then such delivery shall not be required until the next succeeding Business Day.

(h) Any reference to any Person shall include its successors and assigns (to the extent permitted under the applicable Secured Instruments).

SECTION 2.

ACCELERATION OF SECURED OBLIGATIONS

2.1 Notices of Acceleration.

(a) Upon receipt by the Collateral Trustee of a Notice of Acceleration, the Collateral Trustee shall promptly (but in any event not later than on the second Business Day following the Business Day of the Collateral Trustee's actual receipt thereof) notify the Company and the Primary Holder Representatives of the receipt and contents thereof. So long as such Notice of Acceleration is in effect, upon the written direction of the Directing Parties, as provided herein, the Collateral Trustee, subject to the terms, conditions and provisions of the Intercreditor Agreement, shall exercise the rights and remedies provided in this Agreement and in the other Trust Security Documents. The Collateral Trustee is not empowered and shall have no obligation to take any Collateral Enforcement Action hereunder or under any other Trust Security Document unless a Notice of Acceleration is in effect. If a Notice of Acceleration is in effect, the Collateral Trustee, subject to the terms, conditions and provisions of the Intercreditor Agreement, will comply with written instructions originated by the Directing Parties directing disposition of the funds in the Collateral Account without further consent by the Grantors. The Collateral Trustee and the Secured Parties agree, solely for their own benefit (and not for the benefit of the Grantors), that the Collateral Trustee shall exercise all of its powers, rights and remedies hereunder and under the Trust Security Documents as directed in writing from the Directing Parties directing such exercise. For purposes of this Agreement, a Notice of Acceleration shall be considered to be in effect as of the Notice Effective Time.

(b) Notwithstanding anything in this Agreement to the contrary, a Notice of Acceleration shall be deemed to be in effect as of the Notice Effective Time whenever (x) an Event of Default under Section 6.01(i) or 6.01(j) of the Restructuring Note Indenture or Section 6.01(i) or 6.01(j) of the New Money Note Indenture (or the corresponding provision of any agreement executed in connection with a Refinancing thereof) with respect to the Company has occurred and is continuing and (y) the Collateral Trustee has received actual notice from either Primary Holder Representative that such Event of Default has occurred. A Notice of Acceleration, once effective, shall remain in effect unless and until it is cancelled as provided in Section 2.1(c).

(c) Any Primary Holder Representative shall be entitled to cancel any Notice of Acceleration delivered by such Primary Holder Representative by delivering a written notice of cancellation thereof (a "Notice of Cancellation") to the Collateral Trustee either before or after the Collateral Trustee takes any action to exercise any remedy with respect to the Collateral (and, if an Event of Default that gave rise to the delivery of a Notice of Acceleration by a Primary Holder Representative has been cured or waived in accordance with the terms and provisions of the applicable Indenture, then such Primary Holder Representative shall promptly (and in any event within two Business Days thereafter) deliver a Notice of Cancellation to the Collateral Trustee); provided, that if the Collateral Trustee has received a Notice of Cancellation and thereupon no other Notices of Acceleration are then in effect, such notice shall serve as direction from the Directing Parties to the Collateral Trustee, (x) with respect to any actions taken by the Collateral Trustee prior to receipt of such Notice of Cancellation to exercise any remedy or remedies with respect to the Collateral that can, in a commercially reasonable manner, be reversed, cancelled or stopped, to take commercially reasonable steps to reverse, cancel or stop such actions, and (y) with respect to any action taken by the Collateral Trustee prior to receipt of such Notice of Cancellation to exercise any remedy or remedies with respect to the Collateral that cannot, in a commercially reasonable manner, be reversed, cancelled or stopped, to complete such action. The Collateral Trustee shall promptly (but in any event not later than on the second Business Day following the Business Day of the Collateral Trustee's actual receipt thereof) notify the Company and the Primary Holder Representatives as to the receipt and contents of any such Notice of Cancellation. Subject to any applicable law, the Collateral Trustee shall not be liable to any Person for any losses, damages or expenses arising out of or related to actions taken at the direction of the Directing Parties after the issuance of a Notice of Cancellation. For purposes of this Agreement, a Notice of Cancellation shall be considered to be in effect as of the Notice Effective Time. The delivery of a Notice of Cancellation to the Collateral Trustee by any Primary Holder Representative, whose delivery of a Notice of Acceleration resulted in an automatic acceleration under the Secured Instruments of the other Class and a deemed Notice of Acceleration for such other Class, shall result in an automatic cancellation of such deemed Notice of Acceleration by such other Class.

2.2 General Authority of the Collateral Trustee over the Collateral. Each Grantor hereby irrevocably constitutes and appoints the Collateral Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in its or his own name at any time when a Notice of Acceleration is in effect (and at any time in connection with the creation and perfection of security interests in the Collateral), from time to time as directed in writing by the Directing Parties, subject to Section 2.1, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to carry out the terms of this Agreement and the other Trust Security Documents and accomplish the purposes hereof and thereof and, without limiting the

generality of the foregoing, each Grantor hereby gives the Collateral Trustee, subject to Section 2.1, the power and right on behalf of such Grantor, without notice to or further assent by any Grantor to take any Collateral Enforcement Actions permitted under the Trust Security Documents and to do, at the written direction of the Directing Parties and at the expense and for the account of Grantors, all acts and things which may be necessary or appropriate to protect or preserve the Collateral and to realize upon the Collateral in accordance with the provisions of the Trust Security Documents. Notwithstanding the foregoing, subject to the terms, conditions and provisions of the Intercreditor Agreement, so long as no Notice of Acceleration is in effect, upon the written direction of the Directing Parties, as provided herein, the Collateral Trustee shall take such actions as are permitted by this Agreement and the other applicable Trust Security Documents. Such actions may include, but are not limited to, taking action to create and perfect the Liens granted pursuant to the Trust Security Documents in accordance with the Secured Instruments, this Agreement and the other Trust Security Documents, releases of Liens on the Collateral in accordance with this Agreement, receipt and delivery of information required to be delivered pursuant to this Agreement and the other Trust Security Documents and to accept deposits to and make withdrawals from the Collateral Account and to invest amounts therein in each case in accordance with the terms of this Agreement and the other Trust Security Documents.

2.3 Right to Initiate Judicial Proceedings. If a Notice of Acceleration is in effect, the Collateral Trustee, upon the written direction of the Directing Parties, as provided herein, and otherwise subject to the provisions of Section 2.5(b) and Section 5 and to the terms, conditions and provisions of the Intercreditor Agreement: (i) shall have the right and power to institute and maintain such suits and proceedings as may be appropriate to protect and enforce the rights vested in it by this Agreement and each other Trust Security Document and (ii) may, either after entry, or without entry, proceed by suit or suits at law or in equity to enforce such rights and to foreclose upon the Collateral and to sell all or, from time to time, any of the Collateral under the judgment or decree of a court of competent jurisdiction.

2.4 Right to Appoint a Receiver. If a Notice of Acceleration is in effect, upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Collateral Trustee under this Agreement or any other Trust Security Document, the Collateral Trustee shall, upon the written direction of the Directing Parties, as provided herein, to the extent permitted by law and subject to the terms, conditions and provisions of the Intercreditor Agreement, with notice to the Company but without notice to any party claiming through the Grantors, without regard to the solvency or insolvency at the time of any Person then liable for the payment of any of the Secured Obligations, without regard to the then value of the Trust Estate, and without requiring any bond from any complainant in such proceedings, be entitled as a matter of right to the appointment of a receiver or receivers (who may be the Collateral Trustee) of the Trust Estate, or any part thereof, and of the rents, issues, tolls, profits, royalties, revenues and other income thereof, pending such proceedings, with such powers as the court making such appointment shall confer, and to the entry of an order directing that the rents, issues, tolls, profits, royalties, revenues and other income of the property constituting the whole or any part of the Trust Estate be segregated, sequestered and impounded for the benefit of the Collateral Trustee and the Secured Parties, and each Grantor irrevocably consents to the appointments of such receiver or receivers and to the entry of such order; provided that, notwithstanding the appointment of any receiver, the Collateral Trustee shall be entitled to retain possession and control of all cash and Cash Equivalents constituting Collateral held by or deposited with it pursuant to this Agreement or any other Trust Security Document.

2.5 Exercise of Powers; Instructions of the Directing Parties.

(a) Upon the written direction of the Directing Parties, as provided herein and subject to the terms, conditions and provisions of the Intercreditor Agreement, all of the powers, remedies and rights of the Collateral Trustee as set forth in this Agreement may be exercised by the Collateral Trustee in respect of any Trust Security Document as though set forth in full therein and all of the powers, remedies and rights of the Collateral Trustee, each Primary Holder Representative and the other Secured Parties as set forth in any Trust Security Document may be exercised from time to time as herein and therein provided. Subject to Section 9 hereof, in the event of any conflict between the provisions of any other Trust Security Document and the provisions hereof, the provisions of this Agreement shall govern.

(b) The Directing Parties shall at all times have the right, by one or more notices in writing executed and delivered to the Collateral Trustee (or by telephonic notice promptly confirmed in writing), to direct the time, method and place of conducting any proceeding for any right or remedy available to the Collateral Trustee, or of exercising any trust or power conferred on the Collateral Trustee, or for the appointment of a receiver, or to direct the taking or the refraining from taking of any action authorized by this Agreement or any other Trust Security Document; provided that (i) such direction shall not conflict with any applicable law, the Intercreditor Agreement or this Agreement or any other Trust Security Document, (ii) the Collateral Trustee shall be indemnified to its satisfaction as provided in Section 5.4(d) and (iii) no Collateral Enforcement Action may be taken unless a Notice of Acceleration is in effect. In the absence of such direction, the Collateral Trustee shall have no duty to take or refrain from taking any action, nor any liability for refraining from taking any action in the absence of such direction.

(c) Except as specifically permitted in Section 8.6, no Primary Holder Representative or other Secured Party, other than the Collateral Trustee, shall do (and no such Primary Holder Representative or Secured Party (other than the Directing Parties) shall direct the Collateral Trustee to do) any of the following without the consent of the Directing Parties: (i) take any Collateral Enforcement Action or (ii) object to, contest or take any other action that is reasonably likely to hinder (1) any Collateral Enforcement Action initiated by the Collateral Trustee, (2) any release of Collateral permitted under Section 6.12, whether or not done in consultation with or with notice to such Secured Party, or (3) any decision by the Directing Parties to forbear or refrain from bringing or pursuing any such Collateral Enforcement Action or to effect any such release. In the event that the Directing Parties consent to any such actions by a Primary Holder Representative or other Secured Party, the Directing Parties shall simultaneously provide written notice of such consent to the Collateral Trustee.

2.6 Remedies Not Exclusive.

(a) No remedy conferred upon or reserved to the Collateral Trustee herein or in the other Trust Security Documents is intended to be exclusive of any other remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy conferred herein or in any other Trust Security Document or now or hereafter existing at law or in equity or by statute.

(b) No delay or omission by the Collateral Trustee to exercise any right, remedy or power hereunder or under any other Trust Security Document shall impair any such right, remedy or power or shall be construed to be a waiver thereof, and every right, power and remedy given by this Agreement or any other Trust Security Document to the Collateral Trustee may, subject to the terms hereof, be exercised from time to time and as often as may be deemed expedient by the Collateral Trustee.

(c) If the Collateral Trustee shall have proceeded to enforce any right, remedy or power under this Agreement or any other Trust Security Document and the proceeding for the enforcement thereof shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Trustee, then the Grantors, the Collateral Trustee and the Secured Parties shall, subject to any determination in such proceeding, severally and respectively be restored to their former positions and rights hereunder or thereunder with respect to the Trust Estate and in all other respects, and thereafter all rights, remedies and powers of the Collateral Trustee shall continue as though no such proceeding had been taken.

(d) All rights of action and of asserting claims upon or under this Agreement and the other Trust Security Documents may be enforced by the Collateral Trustee without the possession of any Secured Instrument or instrument evidencing any Secured Obligation or the production thereof at any trial or other proceeding relative thereto, and any suit or proceeding instituted by the Collateral Trustee shall be, subject to Section 5.10(d)(ii), brought in its name as Collateral Trustee and any recovery of judgment shall be held as part of the Trust Estate.

2.7 Waiver and Estoppel.

(a) Each Grantor agrees, to the extent it may lawfully do so, that it will not at any time in any manner whatsoever claim, or take the benefit or advantage of, any appraisement, valuation, stay, extension, moratorium, turnover or redemption law, or any law permitting it to direct the order in which the Collateral shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Agreement or any other Trust Security Document and hereby, to the fullest extent permitted by any applicable law, waives all benefit or advantage of all such laws and covenants that it will not hinder, delay or impede the execution of any power granted to the Collateral Trustee in this Agreement or any other Trust Security Document but will suffer and permit the execution of every such power as though no such law were in force.

(b) Each Grantor, to the extent it may lawfully do so, on behalf of itself and all who may claim through or under it, including, without limitation, any and all subsequent creditors, vendees, assignees and lienors, waives and releases all rights to demand or to have any marshalling of the Collateral upon any sale, whether made under any power of sale granted herein or in any other Trust Security Document or pursuant to judicial proceedings or upon any foreclosure or any enforcement of this Agreement or any other Trust Security Document and consents and agrees that all the Collateral may at any such sale be offered and sold as an entirety.

(c) Each Grantor waives, to the extent permitted by applicable law, presentment, demand, protest and any notice of any kind (except notices explicitly required hereunder, under any Secured Instrument or under any other Trust Security Document) in connection with this Agreement and the other Trust Security Documents and any action taken by the Collateral Trustee with respect to the Collateral.

2.8 [***Reserved***]

2.9 Limitation by Law. All rights, remedies and powers provided in this Agreement or any other Trust Security Document may be exercised only to the extent that the exercise thereof does not violate any applicable law, and all the provisions hereof are intended to be subject to all applicable mandatory requirements of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

2.10 Rights of Secured Parties under Secured Instruments. Notwithstanding any other provision of this Agreement or any other Trust Security Document, but subject to the terms, conditions and provisions of the Intercreditor Agreement, the right of each Secured Party to receive payment of the Secured Obligations held by such Secured Party when due (whether at the stated maturity thereof, by acceleration or otherwise) as expressed in the related Secured Instrument or other instrument evidencing or agreement governing a Secured Obligation or to institute suit for the enforcement of such payment on or after such due date or to exercise any other remedy it may have against the Grantors, and the obligation

of the Grantors to pay such Secured Obligations when due, shall not be impaired or affected without the consent of such Secured Party given in the manner prescribed by the Secured Instrument under which such Secured Obligation is outstanding; provided, however, that in the event any Secured Party becomes a judgment lien creditor or otherwise obtains any Lien as a result of its enforcement of its rights as an unsecured creditor, such judgment lien and the Collateral subject thereto shall be subject to all of the terms and conditions of this Agreement and such Secured Party shall assign such Lien to the Collateral Trustee for inclusion as Collateral or hold such Lien for the benefit of the Secured Parties, in each case as directed in writing by the Directing Parties.

2.11 Collateral Use Prior to Acceleration.

(a) So long as no Notice of Acceleration shall be in effect, the Grantors shall have the right, subject to the terms, conditions and provisions of the Intercreditor Agreement: (i) to remain in possession and retain exclusive control of the Collateral (except for such property which the Grantors are required to give possession of or control over to the Collateral Trustee pursuant to the terms of any Trust Security Document) with power freely and without let or hindrance on the part of the Secured Parties (except as set forth in the Secured Instruments) to operate, manage, develop, use and enjoy the Collateral, to receive the rents, issues, tolls, profits, royalties, revenues and other income thereof, and (ii) to sell or otherwise dispose of, free and clear of the Lien created by this Agreement and the other Trust Security Documents, any Collateral if such sale or other disposition is not prohibited by the Secured Instruments or has been expressly approved in accordance with the terms of the Secured Instruments. The Collateral Trustee shall have no duty to monitor the exercise by the Grantors of their rights under this Section 2.11(a).

(b) When a Notice of Acceleration is in effect and subject to the terms, conditions and provisions of the Intercreditor Agreement, cash Proceeds (including Cash Equivalents, checks and similar items) received by the Collateral Trustee in connection with the sale or other disposition of, or collections on or of, Collateral or otherwise received in respect of the Collateral shall be deposited in the Collateral Account. Any such Proceeds (and other items) received by any Grantor shall be held by such Grantor in trust for the Collateral Trustee, shall be segregated from other funds of such Grantor and shall, promptly upon receipt by such Grantor, be turned over to the Collateral Trustee, in same form as received by such Grantor (duly indorsed to the Collateral Trustee, if required) for deposit in the Collateral Account. Notwithstanding anything to the contrary in this Agreement, unless a Notice of Acceleration is in effect, the Company may (subject to the first sentence of Section 3.4(a)) upon written request to the Collateral Trustee, with a copy to the Primary Holder Representatives, obtain the prompt release to it or its order of funds in the Collateral Account (other than funds necessary in order to make any overdue payment not made when due in respect of the Restructuring Note Obligations and the New Money Note Obligations. Any written request by the Company pursuant to the preceding sentence shall be full authority for and direction to the Collateral Trustee to make the requested release, and (subject to the first sentence of Section 3.4(a)) the Collateral Trustee shall promptly do so. The Collateral Trustee in so doing shall have no liability to any Person.

(c) When a Notice of Acceleration is in effect and subject to the terms, conditions and provisions of the Intercreditor Agreement, any insurance Proceeds in respect of any Collateral, any Proceeds from the exercise of rights of eminent domain or condemnation in respect of any Collateral, and any liquidating dividends paid in respect of any Collateral received by any of the Grantors shall be deposited in the Collateral Account to be held therein and applied in accordance with Section 3 hereof. If for any reason any Grantor shall receive or hold any insurance Proceeds, condemnation Proceeds or liquidating dividends that are required to be held by the Collateral Trustee pursuant to the first sentence of this section, such Grantor shall hold such proceeds or dividends in trust for the Collateral Trustee and the Secured Parties and shall, as promptly as practicable, deliver such proceeds or dividends to the Collateral Trustee to be held in accordance with the provision of this section.

2.12 Remedies Generally. If a Notice of Acceleration is in effect, the Collateral Trustee, on behalf of the Secured Parties, may, upon the written direction of the Directing Parties, as provided herein and subject to the terms, conditions and provisions of the Intercreditor Agreement, exercise, in addition to all other rights and remedies granted to the Collateral Trustee in this Agreement, in the Trust Security Documents and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing and subject to the terms, conditions and provisions of the Intercreditor Agreement, the Collateral Trustee, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice referred to below or otherwise required by law) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived to the extent not prohibited by law), may, at the written direction of the Directing Parties as provided herein, in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Trustee or elsewhere upon such terms and conditions as it may be directed and at such prices as it may be directed, for cash or on credit or for future delivery without assumption of any credit risk. If a Notice of Acceleration is in effect, if so directed by the Directing Parties, the Collateral Trustee shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to bid for or purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released to the extent not prohibited by applicable law, and if both Primary Holder Representatives consent, make payment on account thereof by using any claim then due and payable to the Secured Parties by such Grantor as a credit against the purchase price (for the avoidance of doubt, without having to obtain the consent thereto of any Secured Parties other than both Primary Holder Representatives), and the Collateral Trustee may, upon compliance with the terms of sale, hold, retain and dispose of property purchased in a manner provided above without further accounting to any Grantor therefor. Each Grantor further agrees, when a Notice of Acceleration is in effect, promptly following the Collateral Trustee's request, to assemble the Collateral and make it available to the Collateral Trustee at places (to be mutually convenient to the extent practical) which the Collateral Trustee shall reasonably select, whether at such Grantor's premises or elsewhere. The Collateral Trustee shall apply the proceeds of any action taken by it pursuant to the Trust Security Documents in accordance with Section 3. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Collateral Trustee or any other Secured Party party hereto arising out of the exercise by them of any rights hereunder, except to the extent arising out of the gross negligence, bad faith or willful misconduct of the Collateral Trustee or any other Secured Party party hereto or any of their respective officers, directors, agents or employees as determined by a final nonappealable judgment of a court of competent jurisdiction. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

2.13 Non-Cash Proceeds. Notwithstanding anything contained herein to the contrary, if the Collateral Trustee shall acquire any Collateral through foreclosure or by a conveyance in lieu of foreclosure or by retaining any of the Collateral in satisfaction of all or part of the Secured Obligations or if any Proceeds or other property received by the Collateral Trustee or any Secured Party to be distributed and shared pursuant to this Agreement are in a form other than immediately available funds, the Collateral Trustee shall not be required to remit any share thereof under the terms hereof and the Secured Parties shall only be entitled to their undivided interests therein as determined hereby. The Secured Parties shall receive the applicable portions of any immediately available funds consisting of Proceeds from such Collateral or proceeds of such non-cash Proceeds or other property so acquired only if and

when paid in connection with the subsequent disposition thereof. While any Collateral or other property to be shared pursuant to this Agreement is held by the Collateral Trustee, the Collateral Trustee shall hold such Collateral or other property for the benefit of the Secured Parties in accordance with their respective interests therein and all matters relating to the management, operation, further disposition or any other aspect of such Collateral or other property shall be resolved by the agreement of the Directing Parties.

SECTION 3.

COLLATERAL ACCOUNT; DISTRIBUTIONS

3.1 The Collateral Account. On the date hereof there shall be established and, at all times thereafter until the trust created by this Agreement shall have terminated, there shall be maintained in the name of the Company at such office of the Collateral Trustee an account which is entitled the "YRC Collateral Account" (the "Collateral Account"). All direct or indirect Proceeds of Collateral and all other moneys that are required by this Agreement or any other Trust Security Document to be delivered to the Collateral Trustee while a Notice of Acceleration is in effect or which are received by the Collateral Trustee or any agent or nominee of the Collateral Trustee in respect of the Collateral while a Notice of Acceleration is in effect, whether in connection with the exercise of the remedies provided in this Agreement, any other Trust Security Document or otherwise (collectively, the "Trust Monies"), subject to the terms, conditions and provisions of the Intercreditor Agreement, shall be deposited in the Collateral Account to be held by the Collateral Trustee as part of the Trust Estate and applied in accordance with the terms of this Agreement. Subject to Section 2.11(b), upon request of the Company at any time when no Notice of Acceleration is in effect, the Collateral Trustee shall (subject to the first sentence of Section 3.4(a)) cause all funds on deposit in the Collateral Account to be paid over to the Grantors in accordance with their respective interests.

3.2 Control of Collateral Account. All right, title and interest in and to the Collateral Account shall vest in the Collateral Trustee, and funds on deposit in the Collateral Account shall constitute part of the Trust Estate. Subject to Sections 2.11(b), 3.1 and 3.3 hereof, the Collateral Account shall be subject to the exclusive dominion and control of the Collateral Trustee. To the extent of its right, title and interest therein, each Grantor hereby grants a security interest in and lien on the Collateral Account, the Trust Monies, other items in the Collateral Account and the proceeds thereof to the Collateral Trustee for the benefit of the Secured Parties, as collateral security for such Grantor's Secured Obligations. The Grantors shall have no rights (including to make withdrawals from or give instructions) with respect to the Collateral Account or any funds contained therein except as otherwise expressly provided in Sections 2.11(b), 3.1 and 3.3 of this Agreement.

3.3 Investment of Funds Deposited in Collateral Account. The Collateral Trustee shall invest and reinvest moneys on deposit in the Collateral Account at any time in First American Prime Obligations Fund Class Y or, if no Notice of Acceleration is in effect, in such other Cash Equivalents as directed in writing by the Company. The parties acknowledge that shares in First American Prime Obligations Fund Class Y are not obligations of U.S. Bank National Association or U.S. Bancorp, are not deposits and are not insured by the FDIC. The Collateral Trustee or its Affiliate may be compensated by the mutual fund for services rendered in its capacity as investment advisor, or other service provider, such as provider of shareholder servicing and distribution services, and such compensation is both described in detail in the prospectus for the fund, and is in addition to compensation, if any, paid to U.S. Bank National Association in its capacity as Collateral Trustee hereunder. All such investments and the interest and income received thereon and the net proceeds realized on the sale or redemption thereof shall be held in the Collateral Account as part of the Trust Estate. Neither the Collateral Trustee nor any other Secured Party shall be responsible for (i) determining whether investments are permitted pursuant to the terms of this Section 3.3 or (ii) any diminution in funds resulting from such investments or any liquidation prior to maturity. In the absence of such directions, the Collateral Trustee shall have no obligation to invest or reinvest moneys. The Collateral Trustee shall not have liability for any loss incurred as a result of investments made in accordance with the provisions of this Section 3.3.

3.4 Application of Moneys.

(a) Subject to the terms, conditions and provisions of the Intercreditor Agreement, the Collateral Trustee shall have the right (pursuant to Section 4.7) at any time to apply moneys held by it in the Collateral Account to the payment of due and unpaid Trustee Fees. The Collateral Trustee shall provide written notice to the Company of any such applications of moneys.

(b) All moneys held by the Collateral Trustee in the Collateral Account while a Notice of Acceleration is in effect shall, to the extent available for distribution (it being understood that the Collateral Trustee may liquidate, without liability, investments prior to maturity in order to make a distribution pursuant to this Section 3.4(b)), unless otherwise directed by the Directing Parties, as provided herein, and subject to the terms, conditions and provisions of the Intercreditor Agreement, be distributed (subject to the provisions of Sections 3.5 and 3.7) by the Collateral Trustee on each Distribution Date in the following order of priority (with such distributions being made by the Collateral Trustee to the respective Primary Holder Representatives for the Secured Parties entitled thereto, as provided in Section 3.4(d), and each such Primary Holder Representative shall be responsible for insuring that amounts distributed to it are distributed to its Secured Parties in the order of priority set forth below):

First: to the Collateral Trustee (and other trustees appointed pursuant to this Agreement) for any unpaid Trustee Fees (including as provided in Section 5.3) due or past due and then to any Secured Party that has theretofore advanced or paid any Trustee Fees constituting administrative expenses allowable under Section 503(b) of the Bankruptcy Code, an amount equal to the amount thereof so advanced or paid by such Secured Party and for which such Secured Party has not been reimbursed prior to such Distribution Date, and, if such moneys shall be insufficient to pay such amounts in full, then ratably to such Secured Parties in proportion to the amounts of such Trustee Fees advanced by the respective Secured Parties and remaining unpaid on such Distribution Date;

Second: to any Secured Party which has theretofore advanced or paid any Trustee Fees other than such administrative expenses, an amount equal to the amount thereof so advanced or paid by such Secured Party and for which such Secured Party has not been reimbursed prior to such Distribution Date, and, if such moneys shall be insufficient to pay such amounts in full, then ratably to such Secured Parties in proportion to the amounts of such Trustee Fees advanced by the respective Secured Parties and remaining unpaid on such Distribution Date;

Third: to any Primary Holder Representative for any unpaid expenses due or past due to such Person pursuant to the Secured Instruments and, if such moneys shall be insufficient to pay such amounts in full, then ratably to such Persons in proportion to the unpaid amounts thereof on such Distribution Date;

Fourth: to the holders of Secured Obligations in an amount equal to the unpaid principal and unpaid interest on and premium and other charges, if any, with respect to the Secured Obligations, and all other amounts constituting Secured Obligations (including but not limited to indemnities and payments for increased costs), in each case to the extent the same are due and payable, as of such Distribution Date, and, if such moneys shall be insufficient to pay such amounts in full, then ratably to such holders in proportion to the unpaid amounts thereof on such Distribution Date;

Fifth: all other amounts owed to Secured Parties in any capacity pursuant to the Secured Instruments and to the extent constituting Secured Obligations; and

Sixth: any surplus then remaining shall be paid to the Grantors or their successors or assigns or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(c) The term "unpaid" as used in clauses Third and Fourth of Section 3.4(b) with respect to the relevant Grantor(s), refers to all amounts of Secured Obligations outstanding as of a Distribution Date, and, in the case of an Insolvency Proceeding, with respect to any Grantor, whether or not such amounts are allowed in such Insolvency Proceeding, to the extent that prior distributions (whether actually distributed or set aside pursuant to Section 3.5) have not been made in respect thereof.

(d) The Collateral Trustee shall make all payments and distributions under this Section 3.4 on account of Restructuring Note Obligations to the Restructuring Note Indenture Trustee, pursuant to written directions of the Restructuring Note Indenture Trustee, for re-distribution in accordance with the provisions of the Restructuring Note Documents; and (ii) on account of any New Money Note Obligations to the New Money Note Indenture Trustee, pursuant to written directions of the New Money Note Indenture Trustee, for re-distribution in accordance with the provisions of the New Money Note Documents.

3.5 [***Reserved***].

3.6 Collateral Trustee's Calculations. In making the determinations and allocations required by Section 3.4, the Collateral Trustee shall be entitled to request from a Primary Holder Representative in respect of the Class of Secured Obligations for which such Primary Holder Representative acts prior to making any payment and distribution provided for in such Section 3.4 such information as may be required for such determinations and allocations, and may conclusively rely upon information supplied by such Primary Holder Representative, and the Collateral Trustee shall have no liability to any of the Secured Parties for actions taken in reliance on such information, provided that nothing in this sentence shall prevent any Grantor from contesting any amounts claimed by any Secured Party in any information so supplied. All distributions made by the Collateral Trustee pursuant to Section 3.4 shall be (subject to Section 3.7 and to any decree of any court of competent jurisdiction) final (absent manifest error), and the Collateral Trustee shall have no duty to inquire as to the application by any Indenture Trustee in respect of any amounts distributed to such Primary Holder Representative.

3.7 Pro Rata Sharing. If, through the operation of any Bankruptcy Law or otherwise, the Collateral Trustee's security interest hereunder and under the Trust Security Documents is enforced with respect to some, but not all, of the Secured Obligations then outstanding, the Collateral Trustee shall to the extent permitted by applicable law, nonetheless apply the proceeds of the Collateral for the benefit of the holders of all Secured Obligations in the proportions and subject to the priorities specified herein and such Secured Obligations for which the security interest is not enforced shall be considered Secured Obligations hereunder for the purpose of Section 3.4; provided, however, that nothing in this Section 3.7 shall be deemed to require the Collateral Trustee to disregard or violate any court order binding upon it and in all cases the Collateral Trustee may seek direction from the Directing Parties and a ruling from the court having jurisdiction over the operation of such Bankruptcy Law or other applicable law.

SECTION 4.

AGREEMENTS WITH COLLATERAL TRUSTEE

4.1 Delivery of Secured Instruments. On the date hereof, the Grantors shall deliver to the Collateral Trustee (a) copies of each Secured Instrument certified as such to the Collateral Trustee by a Responsible Officer of the Company, then in effect, (b) original or electronic "PDF" counterparts of each Trust Security Document then in effect and (c) any opinions issued by counsel to the Grantors in connection with such Secured Instruments, and, if not addressed in the above referenced opinion, an

Opinion of Counsel to Grantors as to the due authorization, execution, delivery and enforceability of this Agreement as against the Grantors. The Grantors shall deliver to the Collateral Trustee, promptly after the execution thereof, a copy of all amendments, modifications, supplements, waivers, consents or forbearances with respect to any Secured Instrument entered into after the date hereof. Promptly upon the issuance of any Refinancing Debt, the Company shall deliver to the Collateral Trustee copies of the related Trust Security Documents with respect to such Refinancing Debt. Promptly upon receipt thereof, the Collateral Trustee will deliver copies of all such documents to the Primary Holder Representatives.

4.2 Information as to Primary Holder Representatives. Each of the Primary Holder Representatives shall deliver to the Collateral Trustee, not later than 30 days after the date hereof, and from time to time promptly after request of the Collateral Trustee, a list setting forth as of the date hereof in the case of the initial list or as of a date not more than 30 days prior to the date of such delivery in the case of any subsequent list, (i) in the case of the Restructuring Note Indenture Trustee, the aggregate Outstanding Amount of Restructuring Note Obligations and the name and address of the Restructuring Note Indenture Trustee and (ii) in the case of the New Money Note Indenture Trustee, the aggregate Outstanding Amount of New Money Note Obligations and the name and address of the New Money Note Indenture Trustee. In addition, the applicable Primary Holder Representative will promptly notify the Company and the Collateral Trustee of each change in the identity of the Directing Parties or any Primary Holder Representative. Each Primary Holder Representative shall notify the Collateral Trustee of any changes of the officers of each thereof authorized to give directions hereunder on behalf of such parties prior to the date of any such changes. If the Collateral Trustee does not receive the names of the officers of each Primary Holder Representative authorized to give directions hereunder on behalf of such parties, the Collateral Trustee may rely on any Person purporting to be authorized to give directions hereunder on behalf of such parties. If the Collateral Trustee is not informed of changes of the officers of any Primary Holder Representative authorized to give directions hereunder on behalf of such parties, the Collateral Trustee may rely on the information previously provided to the Collateral Trustee.

4.3 Compensation and Expenses. The Grantors agree to pay to the Collateral Trustee (i) compensation for its services, including compensation for time spent, hereunder and under the other Trust Security Documents and for administering the Trust Estate as shall have been agreed to in a separate agreement(s) between the Company and the Collateral Trustee and (ii) from time to time promptly following receipt of reasonably detailed invoices therefor, all of the reasonable out-of-pocket fees, costs and expenses of the Collateral Trustee (including, without limitation, the reasonable out-of-pocket fees and disbursements of its counsel (limited to one primary counsel and one local counsel in each applicable jurisdiction), advisors and agents, selected by it in good faith as it deems reasonably required) (A) arising in connection with the preparation, negotiation, execution, delivery, performance, modification, and termination of this Agreement and each other Trust Security Document or the enforcement of any of the provisions hereof or thereof, (B) incurred (without obligation to do so) in connection with the administration of the Trust Estate, the custody, use, operation of, preservation, sale or other disposition of Collateral pursuant to any other Trust Security Document and the preservation, protection, enforcement or defense of the Collateral Trustee’s and the Secured Parties’ rights under this Agreement and the other Trust Security Documents and in and to the Collateral and the Trust Estate (including, but not limited to, any fees and expenses incurred by the Collateral Trustee in any Insolvency Proceeding), (C) incurred by the Collateral Trustee in connection with the removal of the Collateral Trustee pursuant to Section 5.7(a) or (D) incurred in connection with the execution of the directions provided by the Directing Parties. Such fees, costs and expenses are intended to constitute expenses of administration under any Bankruptcy Law relating to creditors’ rights generally (as may be required outside the United States), but without limitation of the obligations of the Grantors to reimburse the Secured Parties for counsel, advisors and other matters in connection with the other Secured Instruments or the rights of the other Secured Parties to retain counsel and other advisors). The obligations of the Grantors under this Section 4.3 shall survive the termination of the other provisions of this Agreement and the resignation or removal of the Collateral Trustee hereunder.

4.4 Stamp and Other Similar Taxes. The Grantors agree to indemnify and hold harmless the Collateral Trustee, each Primary Holder Representative and each Secured Party from any present or future claim for liability for any stamp or any other similar tax, and any penalties or interest with respect thereto, which may be assessed, levied or collected by any jurisdiction in connection with this Agreement, any other Trust Security Document, the Trust Estate or any Collateral. The obligations of the Grantors under this Section 4.4 shall survive the termination of the other provisions of this Agreement and the resignation or removal of the Collateral Trustee hereunder.

4.5 Filing Fees, Excise Taxes, Etc. Following written request (together with documentation reasonably supporting such request) the Grantors agree to promptly pay or to reimburse the Collateral Trustee, each Primary Holder Representative and each Secured Party for any and all payments in respect of all search, filing, recording and registration fees, taxes, excise taxes and other similar imposts which may be payable or determined to be payable in respect of the execution and delivery of this Agreement and each Trust Security Document. The obligations of the Grantors under this Section 4.5 shall survive the termination of the other provisions of this Agreement and the resignation or removal of the Collateral Trustee hereunder.

4.6 Indemnification. The Grantors agree to pay, indemnify, and hold the Collateral Trustee (and its respective directors, officers, agents, attorneys and employees) (together with the Persons specified in the penultimate sentence of Section 5.3, each, an "Indemnified Party") harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, the reasonable fees and expenses of counsel (limited to one primary counsel and one local counsel in each applicable jurisdiction), advisors and agents selected by it in good faith as it deems reasonably required), but without limitation of the obligations of the Grantors to reimburse the Collateral Trustee and the other Secured Parties for counsel, advisors and other matters in connection with the other Secured Instruments or the rights of the other Secured Parties to retain counsel and other advisors) or disbursements of any kind or nature whatsoever with respect to this Agreement and the other Trust Security Documents, including the execution, delivery, enforcement, performance and administration of this Agreement and the other Trust Security Documents and any modifications or termination thereof, unless, in each case, arising from the gross negligence, bad faith or willful misconduct of such Indemnified Party as determined by a final, non-appealable judgment of a court of competent jurisdiction, including for taxes in any jurisdiction in which the Collateral Trustee or other Indemnified Party is subject to tax by reason of actions hereunder or under the Trust Security Documents, unless such taxes are imposed on or measured by compensation paid to the Collateral Trustee under Section 4.3. In any suit, proceeding or action brought by the Collateral Trustee under or with respect to any contract, agreement, interest or obligation constituting part of the Collateral for any sum owing thereunder, or to enforce any provisions thereof, the Grantors will save, indemnify and keep each Indemnified Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of any Grantor thereunder, arising out of a breach by such Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such Grantor or its successors from any Grantor, and all such obligations of the Grantors shall be and remain enforceable against and only against the Grantors and shall not be enforceable against the Collateral Trustee; provided that the Grantors shall not have any obligation hereunder to any Indemnified Party with respect to any liability determined by a final, non-appealable judgment of a court of competent jurisdiction to have arisen from (i) the gross negligence, bad faith or willful misconduct of, any Indemnified Party or (ii) a dispute between or among Indemnitees, except, in the case of this clause (ii), such indemnity shall be available to the Collateral Trustee acting in its capacity as such, each Affiliate of the Collateral Trustee acting on behalf of the Collateral Trustee in its capacity as such, and each of the directors, officers, managers, employees, agents and advisors of the Collateral Trustee or any Affiliate of the Trustee acting on behalf of the Collateral Trustee in its capacity as such (each a "CT Indemnitee") for any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel, imposed on, incurred by or asserted against any CT Indemnitee as a result of or in connection with any such dispute. The agreements in this Section 4.6 shall survive the termination of the other provisions of this Agreement and the resignation or removal of the Collateral Trustee hereunder.

4.7 Collateral Trustee's Lien; Set Off Rights. Notwithstanding anything to the contrary in this Agreement, as security for the payment of Trustee Fees (i) the security interest and pledge granted to the Collateral Trustee hereunder and under the other Trust Security Documents shall have priority ahead of all other Secured Obligations secured by such Collateral and (ii) the Collateral Trustee shall have the right to use and apply any of the funds held by the Collateral Trustee in the Collateral Account to cover such Trustee Fees.

4.8 Further Assurances. At any time and from time to time, and at the reasonable expense of the Grantors, each Grantor will promptly execute and deliver any and all such further instruments and documents and take such further action as is necessary to perfect, or to protect the perfection of, the Liens and security interests granted under the Trust Security Documents, including, without limitation, the filing of any financing or continuation statements under the UCC; provided, however, that notwithstanding anything to the contrary contained herein or in any other Trust Security Document, no Grantor shall be required to perfect the security interests granted by it in any Collateral by any means other than by (a) in the case of owned real estate Collateral, execution, delivery and recordation of a Mortgage, (b) filings pursuant to the UCC of the relevant State(s), (c) the delivery of control agreements with respect to deposit accounts and securities accounts, (d) filings with respect to intellectual property Collateral and (e) such additional actions as are required pursuant to any Secured Instrument or Trust Security Document. With respect to third party liability insurance maintained by the Grantor pursuant to the Trust Security Documents or any Secured Instrument, the Grantors, subject to the terms, conditions and provisions of the Intercreditor Agreement, shall cause the Collateral Trustee to be named as an additional insured. Notwithstanding the foregoing, in no event shall the Collateral Trustee have any obligation to monitor the perfection or continuation of perfection or the sufficiency or validity of any security interest in or related to the Collateral. The Collateral Trustee hereby authorizes the Grantors to make any filing necessary to ensure the validity and perfection of the Liens on the Collateral.

SECTION 5.

THE COLLATERAL TRUSTEE

5.1 Acceptance of Collateral Trust. The Collateral Trustee, for itself and its successors, hereby accepts and agrees to hold the Trust Estate created by this Agreement in trust upon the terms and conditions hereof; provided; however that, for the avoidance of doubt, and notwithstanding its agreement to hold the Trust Estate in trust: (i) the Collateral Trustee shall not have or be construed to have any fiduciary duties to the Grantors or the Secured Parties under applicable law or otherwise and (ii) except as provided in applicable law, the Collateral Trustee will have no responsibilities or obligations other than those expressly agreed to by the Collateral Trustee herein and in the Trust Security Documents.

5.2 Exculpatory Provisions.

(a) The Collateral Trustee shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations or warranties herein, all of which are made solely by the Grantors. The Collateral Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the Grantors thereto or as to the security afforded by this Agreement or any other Trust Security Document, or as to the validity, execution (except its execution), enforceability, legality or sufficiency of this Agreement, the other Trust Security Documents or the Secured Obligations, and the Collateral Trustee shall incur no liability or responsibility in respect of any such matters.

(b) The Collateral Trustee shall not be required to ascertain or inquire as to the performance by the Grantors of any of the covenants or agreements contained herein or in any other Trust Security Document or Secured Instrument. Whenever it is necessary, or in the opinion of the Collateral Trustee advisable, for the Collateral Trustee to ascertain the amount of Secured Obligations then held by Secured Parties, the Collateral Trustee may rely on a certificate of the Primary Holder Representatives, in the case of the Secured Obligations for which such Primary Holder Representative acts, and, if a Primary Holder Representative shall not give such information to the Collateral Trustee, it shall not be entitled to receive distributions hereunder (in which case distributions to those Persons who have supplied such information to the Collateral Trustee shall be calculated by the Collateral Trustee using, for those Persons who have not supplied such information, the list then most recently delivered by the Company pursuant to Section 4.2), and the amount so calculated to be distributed to any Person who fails to give such information shall be held in trust for such Person until such Person does supply such information to the Collateral Trustee, whereupon on the Distribution Date following the date when such Person supplies such information to the Collateral Trustee the amount distributable to such Person shall be recalculated using such information and distributed to it. The Collateral Trustee shall have no liability to any Secured Parties with respect to any calculations made by the Collateral Trustee hereunder in the event any Primary Holder Representative shall fail to deliver its certificate as required herein. Nothing in this Section 5.2(b) shall prevent any Grantor from contesting any amounts claimed by any Secured Party in any certificate so supplied. Notwithstanding anything to the contrary set forth in this Section 5.2(b), so long as no Notice of Acceleration is in effect, the Collateral Trustee may rely conclusively on a certificate of a Responsible Officer of the Company with respect to the matters set forth in the second sentence of this Section 5.2(b).

(c) The Collateral Trustee shall be under no obligation or duty to take any action under this Agreement or any other Trust Security Document (other than, subject to Section 5.10 hereof, to obtain Mortgages to the extent required by the Trust Security Documents) if taking such action (i) would subject the Collateral Trustee to a tax in any jurisdiction where it is not then subject to a tax or (ii) would require the Collateral Trustee to qualify to do business in any jurisdiction where it is not then so qualified.

(d) The Collateral Trustee shall have the same rights with respect to any Secured Obligation held by it as any other Secured Party and may exercise such rights as though it were not the Collateral Trustee hereunder, and may accept deposits from, lend money to, and generally engage in any kind of banking or trust business with, any of the Grantors as if it were not the Collateral Trustee.

(e) Notwithstanding any other provision of this Agreement, the Collateral Trustee shall not be liable for any action taken or omitted to be taken in its capacity as Collateral Trustee under and in accordance with the terms of this Agreement or the other Trust Security Documents or any applicable law except for its bad faith, gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction. The Grantors and the Secured Parties each agree that they shall not assert any claim against the Collateral Trustee, on any theory of liability, for lost profits or special, indirect or consequential damages or (to the fullest extent a claim for punitive damages may lawfully be waived) any punitive damages arising out of, in connection with, or as a result of, this Agreement or any other Trust Security Document.

(f) To the extent not prohibited by any applicable law, beyond the exercise of reasonable care in the custody thereof, the Collateral Trustee shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and, other than the exercise of reasonable care, the Collateral Trustee shall not be responsible for the filing, form or content of any financing or continuation statements or

recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Collateral Trustee shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and, to the extent not prohibited by any applicable law, shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Trustee in good faith.

(g) Beyond its duties as to the custody of Collateral expressly provided herein or in any other Trust Security Document and to account to the Secured Parties and the Grantors for moneys and other property received by it hereunder or under any other Trust Security Document, the Collateral Trustee shall not have, to the extent not prohibited by applicable law, any duty to the Grantors or to the Secured Parties as to any Collateral in its possession or control or in the possession or control of any of its agents or nominees, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Collateral Trustee shall not be responsible for (i) the existence, genuineness or value of any of the Collateral, (ii) the validity, perfection, priority or enforceability of the Liens on any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent of any affirmative action by the Collateral Trustee that constitutes bad faith, gross negligence or willful misconduct on the part of the Collateral Trustee as determined by a final, non-appealable judgment of a court of competent jurisdiction (it being understood and agreed that the Collateral Trustee shall have no affirmative obligation to maintain the validity, perfection, priority or enforceability of the Liens on any of the Collateral, other than as expressly set forth in the first sentence of Section 8.16 of the Security Agreement), (iii) the validity or sufficiency of the Collateral or any agreement or assignment contained therein, (iv) the sufficiency of the form or substance of any Trust Security Document, (v) the validity of the title of any Grantor to the Collateral, (vi) insuring the Collateral or (vii) the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

(h) In no event shall the Collateral 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 Collateral Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(i) Although not responsible for the sufficiency of the form or substance of any Trust Security Document or any other agreements or documents executed in connection therewith, the Collateral Trustee will be entitled: (i) to require that all agreements, certificates, opinions, instruments and other documents at any time submitted to it, including the Trust Security Documents expressly provided for in this Agreement, be delivered to it in a form and with substantive provisions reasonably satisfactory to it, (ii) to assume in all cases that the Trust Security Documents and all such other documents executed in connection with the Trust Security Documents are in form and substance satisfactory to the Primary Holder Representatives and (iii) to obtain confirmation of such acceptance from the Primary Holder Representatives.

(j) The Company and the applicable Directing Parties acknowledge that regulations of the Comptroller of the Currency grant the Company and the applicable Directing Parties the right to receive brokerage confirmations of security transactions as they occur. The Company and the applicable Directing Parties specifically waive receipt of such confirmations to the extent permitted by law and acknowledge that they will receive periodic cash transactions statements, which will detail all investment transactions made by the Collateral Trustee hereunder.

(k) If there is any *bona fide*, good faith disagreement between the other parties to this Agreement or any other Trust Security Document resulting in adverse claims being made in connection with Collateral held by the Collateral Trustee, and the terms of this Agreement or any of the other Trust Security Documents do not unambiguously mandate the action the Collateral Trustee is to take or not to take in connection therewith under the circumstances then existing, or the Collateral Trustee is in doubt as to what action it is required to take or not to take hereunder or under the other Trust Security Documents, the Collateral Trustee shall be entitled to refrain from taking any action (and will incur no liability for doing so) until directed otherwise in writing by a request signed jointly by the Primary Holder Representatives or by order of a court of competent jurisdiction.

The agreements of the Grantors and the Secured Parties under this Section 5.2 exculpating or otherwise protecting or authorizing the Collateral Trustee shall survive the termination of the other provisions of this Agreement and the resignation or removal of the Collateral Trustee hereunder.

5.3 Delegation of Duties. The Collateral Trustee may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by or through agents or attorneys-in-fact, accountants, appraisers or other experts selected by it. The Collateral Trustee shall be entitled to advice of counsel concerning all matters pertaining to such trusts, powers and duties. The Collateral Trustee shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it without bad faith, gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction. Each such agent, attorney-in-fact, accountant, appraiser and expert shall be entitled to the same benefits of this Agreement to which the Collateral Trustee is entitled, including (i) as to standards of care and (ii) the right to indemnification for itself and its directors, officers, agents, attorneys and employees as if it were an Indemnified Party under Section 4.6. All fees, expenses and indemnity obligations owed to such separate trustee or co-trustee shall be entitled to share ratably with the Trustee Fees in the allocation of payments described in Section 3.4(b).

5.4 Reliance by Collateral Trustee.

(a) Whenever in the administration of this Agreement or the other Trust Security Documents the Collateral Trustee shall deem it necessary or desirable that a factual matter be proved or established in connection with the Collateral Trustee taking, suffering or omitting any action hereunder or thereunder, such matter (unless other evidence in respect thereof is herein specifically prescribed) may be deemed to be conclusively proved or established by a certificate of a Responsible Officer of the Company delivered to the Collateral Trustee, and such certificate shall be full warrant to the Collateral Trustee for any action taken, suffered or omitted in reliance thereon, subject, however, to the provisions of Section 5.5.

(b) The Collateral Trustee may consult with counsel, and, to the extent not prohibited by applicable law, any advice of such counsel or Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder or under any Trust Security Document in accordance therewith. The Collateral Trustee shall have the right at any time to seek instructions concerning the administration of this Agreement and the other Trust Security Documents from the Directing Parties, a certificate of a Responsible Officer of the Company or any court of competent jurisdiction, as to any action that it may be requested or required to take, or that it may propose to take, in the performance of any of its obligations under this Agreement or any documents executed in connection herewith.

(c) The Collateral Trustee may rely, and shall be fully protected in acting in good faith, upon any direction, instruction, resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, bond or other paper or document which it has no reason to believe (without having any obligation to determine the authenticity or genuineness thereof) to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of cables, telecopies and telexes, to have been sent by the proper party or parties. In the absence of bad faith, gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction, the Collateral Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Collateral Trustee and conforming to the requirements of this Agreement.

(d) The Collateral Trustee shall not be under any obligation to exercise any of the rights or powers vested in the Collateral Trustee by this Agreement and the other Trust Security Documents or to advance or expend funds in the performance of its duties or the exercise of its rights, at the request or direction of the Directing Parties pursuant to this Agreement or otherwise, unless the Collateral Trustee shall have been provided such security or indemnity reasonably satisfactory to the Collateral Trustee against the reasonable documented out-of-pocket costs, expenses and liabilities which may be incurred by the Collateral Trustee in compliance with such request or direction.

(e) Upon any application or demand by any of the Grantors (except any such application or demand which is expressly permitted to be made orally) to the Collateral Trustee to take or permit any action under any of the provisions of this Agreement or any other Trust Security Document, the Company shall furnish to the Collateral Trustee a certificate of a Responsible Officer of the Company stating that all conditions precedent, if any, provided for in this Agreement, in any other relevant Trust Security Document or in the Secured Instruments relating to the proposed action have been complied with, and in the case of any such application or demand as to which the furnishing of any document is specifically required by any provision of this Agreement or any other Trust Security Document relating to such particular application or demand, such additional document shall also be furnished.

(f) Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate of a Responsible Officer of the Company provided to such counsel in connection with such opinion or representations made by a Responsible Officer of the Company in a writing filed with the Collateral Trustee.

(g) The Collateral Trustee may at any time solicit written confirmatory directions from the Directing Parties, an Officers' Certificate or an order of a court of competent jurisdiction, as to any action that it may be directed by the Directing Parties to take, or that it may propose to take in its sole discretion, in the performance of any of its obligations under this Agreement or the other Trust Security Documents.

(h) No written direction given to the Collateral Trustee by the Directing Parties that in the reasonable judgment of the Collateral Trustee imposes, purports to impose or might reasonably be expected to impose upon the Collateral Trustee any obligation or liability not set forth in or arising under this Agreement and the other Trust Security Documents will be binding upon the Collateral Trustee unless the Collateral Trustee elects, at its sole option, to accept such direction.

(i) To the extent not prohibited by applicable law, in no event shall the Collateral Trustee have any obligation to inquire or investigate as to the correctness, veracity, or content of any direction received from the Directing Parties.

The agreements of the Grantors and Secured Parties under this Section 5.4 exculpating or otherwise protecting or authorizing the Collateral Trustee shall survive the termination of the other provisions of this Agreement and the resignation or removal of the Collateral Trustee hereunder.

5.5 Limitations on Duties of Trustee.

(a) The Collateral Trustee shall be obligated to perform such duties and only such duties as are specifically set forth in this Agreement and the other Trust Security Documents, and no implied covenants or obligations shall be read into this Agreement or any other Trust Security Document against the Collateral Trustee. If a Notice of Acceleration is in effect, the Collateral Trustee shall: (i) upon the written direction of the Directing Parties, as provided herein, but otherwise subject to the provisions of Section 2.5(b) and subject to the terms, conditions and provisions of the Intercreditor Agreement, exercise the rights and powers vested in the Collateral Trustee by this Agreement and the other Trust Security Documents, (ii) not be liable with respect to any action taken, or omitted to be taken, in accordance with such direction of the Directing Parties unless such action or omission is performed in bad faith or with willful misconduct or gross negligence as determined by a final, non-appealable judgment of a court of competent jurisdiction, and (iii) not be obligated to take any Collateral Enforcement Action or exercise any powers, rights or remedies hereunder except upon the receipt of such direction of the Directing Parties.

(b) To the extent not prohibited by applicable law, the Collateral Trustee shall not be under any obligation to take any action which is discretionary under the provisions hereof or of any other Trust Security Document, except upon the written direction of the Directing Parties at such time in accordance with the terms hereof. The Collateral Trustee shall make available for inspection and copying by each Primary Holder Representative each certificate or other paper furnished to the Collateral Trustee by any of the Grantors under or in respect of this Agreement or any of the Collateral.

(c) No provision of this Agreement or of any other Trust Security Document shall be deemed to impose any duty or obligation on the Collateral Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it, in any jurisdiction in which it shall or may, in the reasonable determination of the Collateral Trustee, be illegal.

5.6 Moneys to be Held in Trust. All moneys received by the Collateral Trustee under or pursuant to any provision of this Agreement or any other Trust Security Document (except Trustee Fees) shall be held in trust for the purposes for which they were paid or are held.

5.7 Resignation and Removal of the Collateral Trustee.

(a) The Collateral Trustee may at any time, upon 30 days' prior written notice (which prior notice may be waived by the Primary Holder Representatives) to the Company and each Primary Holder Representative, resign and be discharged of the responsibilities hereby created, such resignation to become effective upon (i) the appointment of a successor Collateral Trustee by the Directing Parties, (ii) the acceptance of such appointment by such successor Collateral Trustee and (iii) the approval of such successor Collateral Trustee evidenced by one or more instruments signed by the Directing Parties (which approval, in each case, shall not be unreasonably withheld). If no successor Collateral Trustee shall be appointed and shall have accepted such appointment within 60 days after the Collateral Trustee gives the aforesaid notice of resignation, the Collateral Trustee, or, if a Notice of Acceleration is in effect, the Collateral Trustee or the Directing Parties may apply to any court of competent jurisdiction to appoint a successor Collateral Trustee to act until such time, if any, as a successor Collateral Trustee shall have been appointed as provided in this Section 5.7. Any successor so appointed by such court

shall immediately and without further act be superseded by any successor Collateral Trustee appointed by the Directing Parties as provided in Section 5.7(b). The Directing Parties may, at any time, upon giving 30 days' prior written notice thereof to the Collateral Trustee, the Company and each other Primary Holder Representative, remove the Collateral Trustee and appoint a successor Collateral Trustee, such removal to be effective upon the acceptance of such appointment by the successor. The Collateral Trustee shall be entitled to Trustee Fees to the extent incurred or arising, or relating to events occurring, before such resignation or removal.

(b) If at any time the Collateral Trustee shall resign or be removed or otherwise become incapable of acting, or if at any time a vacancy shall occur in the office of the Collateral Trustee for any other cause, a successor Collateral Trustee may be appointed by the Directing Parties with the consent of the Company (not to be unreasonably withheld or delayed) if no Event of Default exists. The powers, duties, authority and title of the predecessor Collateral Trustee shall be terminated and cancelled without procuring the resignation of such predecessor and without any other formality (except as may be required by any applicable law) than appointment and designation of a successor in writing duly delivered to the predecessor and the Company. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited, and this Agreement and the other Trust Security Documents shall vest in such successor, without any further act, deed or conveyance, all the estates, properties, rights, powers, trusts, duties, authority and title of its predecessor; but such predecessor shall, nevertheless, promptly following the written request of the Directing Parties, the Company, or the successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers, trusts, duties, authority and title of such predecessor hereunder and under the other Trust Security Documents and shall deliver all Collateral held by it or its agents to such successor. Should any deed, conveyance or other instrument in writing from any Grantor be reasonably required by any successor Collateral Trustee for more fully and certainly vesting in such successor the estates, properties, rights, powers, trusts, duties, authority and title vested or intended to be vested in the predecessor Collateral Trustee, any and all such deeds, conveyances and other instruments in writing shall, promptly following the request of such successor, be executed, acknowledged and delivered by such Grantor. If such Grantor shall not have executed and delivered any such deed, conveyance or other instrument within 10 Business Days after it received a written request from the successor Collateral Trustee to do so, or if a Notice of Acceleration is in effect, the predecessor Collateral Trustee may execute the same on behalf of such Grantor. Such Grantor hereby appoints any predecessor Collateral Trustee as its agent and attorney to act for it as provided in the next preceding sentence.

5.8 Status of Successor Collateral Trustee. Every successor Collateral Trustee appointed pursuant to Section 5.7 shall be a bank or trust company in good standing and having power to act as Collateral Trustee hereunder, incorporated under the laws of the United States of America or any State thereof or the District of Columbia and having its principal corporate trust office within the 48 contiguous States and shall also have capital, surplus and undivided profits of not less than $100,000,000, if there be such an institution with such capital, surplus and undivided profits willing, qualified and generally recognized as capable of undertaking duties and obligations of the type imposed upon the Collateral Trustee hereunder and that is able to accept the trust hereunder upon reasonable or customary terms.

5.9 Merger of the Collateral Trustee. Any Person into which the Collateral Trustee may be merged or converted, or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Collateral Trustee shall be a party, or any Person succeeding to all or substantially all of the corporate trust business of the Collateral Trustee, shall be the successor of the Collateral Trustee under this Agreement and the other Trust Security Documents without the execution or filing of any paper or any further act on the part of the parties hereto.

5.10 Co-Collateral Trustee; Separate Collateral Trustee.

(a) If at any time or times it shall be necessary or prudent in order to conform to any law of any jurisdiction in which any of the Collateral shall be located, or to avoid any violation of law or imposition on the Collateral Trustee of taxes by such jurisdiction not otherwise imposed on the Collateral Trustee, or the Collateral Trustee shall be advised by counsel, satisfactory to it, that it is necessary or prudent in the interest of the Secured Parties, or the Directing Parties shall in writing so request the Collateral Trustee, or the Collateral Trustee shall deem it desirable for its own protection in the performance of its duties hereunder or under any other Trust Security Document, the Collateral Trustee and each of the Grantors shall execute and deliver all instruments and agreements necessary or proper to constitute another bank or trust company, or one or more persons approved by the Collateral Trustee and the Company (such approval not to be unreasonably withheld or delayed), either to act as co-trustee or co-trustees of all or any of the Collateral under this Agreement or under any of the other Trust Security Documents, jointly with the Collateral Trustee originally named herein or therein or any successor Collateral Trustee, or to act as separate trustee or trustees of any of the Collateral. If any of the Grantors shall not have joined in the execution of such instruments and agreements within 30 days after it receives a written request from the Collateral Trustee to do so, or if a Notice of Acceleration is in effect, the Collateral Trustee may act under the foregoing provisions of this Section 5.10(a) without the concurrence of such Grantors and execute and deliver such instruments and agreements on behalf of such Grantors. Each of the Grantors hereby appoints the Collateral Trustee as its agent and attorney to act for it under the foregoing provisions of this Section 5.10(a) in either of such contingencies.

(b) [***Reserved***]

(c) [***Reserved***]

(d) Every separate trustee and every co-trustee, other than any successor Collateral Trustee appointed pursuant to Section 5.7, shall, to the extent permitted by law, be appointed and act and be such, subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred upon the Collateral Trustee in respect of the custody, control and management of moneys, papers or securities shall be exercised solely by the Collateral Trustee or any agent appointed by the Collateral Trustee;

(ii) all rights, powers, duties and obligations conferred or imposed upon the Collateral Trustee hereunder and under the other relevant Trust Security Document or Documents shall be conferred or imposed and exercised or performed by the Collateral Trustee and such separate trustee or separate trustees or co-trustee or co-trustees, jointly, as shall be provided in the instrument appointing such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Collateral Trustee shall be incompetent or unqualified to perform such act or acts, or unless the performance of such act or acts would result in the imposition of any tax on the Collateral Trustee which would not be imposed absent such joint act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such separate trustee or separate trustees or co-trustee or co-trustees;

(iii) no power given hereby or by the other relevant Trust Security Documents to, or which it is provided herein or therein may be exercised by, any such co-trustee or co-trustees or separate trustee or separate trustees shall be exercised hereunder or thereunder by such co-trustee or co-trustees or separate trustee or separate trustees except jointly with, or with the consent in writing of, the Collateral Trustee, anything contained herein to the contrary notwithstanding;

(iv) no separate trustee or co-trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder;

(v) the Collateral Trustee, at any time by a written and executed instrument, may accept the resignation of or remove any such separate trustee or co-trustee and, with consent of Directing Parties (not to be unreasonably withheld) and with the consent of the Company (not to be unreasonably withheld or delayed) if no Event of Default exists and the Company has certified in writing to the Collateral Trustee that no Event of Default exists may appoint a successor to such separate trustee or co-trustee, as the case may be, anything contained herein to the contrary notwithstanding. If the Company shall not have joined in the execution of any such instrument within 30 days after it receives a written request from the Collateral Trustee to do so, or if a Notice of Acceleration is in effect, the Collateral Trustee with consent of Directing Parties (not to be unreasonably withheld) shall have the power to accept the resignation of or remove any such separate trustee or co-trustee and to appoint a successor without the concurrence of the Company, the Company hereby appointing the Collateral Trustee its agent and attorney to act for it in such connection in such contingency. If the Collateral Trustee shall have appointed a separate trustee or separate trustees or co-trustee or co-trustees as above provided, the Collateral Trustee may at any time, by an instrument in writing, accept the resignation of or remove any such separate trustee or co-trustee and the successor to any such separate trustee or co-trustee shall be appointed by the Collateral Trustee with consent of Directing Parties (not to be unreasonably withheld);

(vi) such separate trustee or co-trustee shall act as bailee and agent for and on behalf of the Collateral Trustee in order to perfect any Liens on the Collateral; and

(vii) all fees, expenses and indemnity obligations owed to such separate trustee or co-trustee shall be entitled to share ratably with the Trustee Fees in the allocation of payments described in Section 3.4(b).

(e) Each separate trustee and co-trustee shall and agrees to (i) hold all Collateral in its possession (or which it controls or which is registered in its name including as lienholder or secured party) for the benefit of and as agent for perfection of and bailee for the Collateral Trustee and to perfect the security interest in and Liens on such Collateral created by the Trust Security Documents to which it is a party, including to the extent that possession or control is taken to perfect a Lien thereon under the UCC (such bailment being intended, among other things, to satisfy the requirements of Section 8-301, 9-106 and 9-313 of the UCC), and (ii) comply with instructions and entitlement orders originated by the Collateral Trustee with respect to the Collateral without further consent by the Company or any other Grantors, and the Collateral Trustee agrees not to deliver any such instructions and orders unless instructed to do so by the Directing Parties.

SECTION 6.

MISCELLANEOUS

6.1 Notices. Unless otherwise specified herein, all notices, requests, demands or other communications given to any of the Grantors, the Collateral Trustee, the Directing Parties and any Primary Holder Representative shall be given in writing or by electronic transmission and shall be deemed to have been duly given when personally delivered or when duly deposited in the mails,

registered or certified mail postage prepaid, or when transmitted by electronic transmission, to an electronic mail address or by other means of electronic delivery (and, in the case of electronic delivery, followed by telephonic or electronic notice of receipt) addressed (i) if to any Grantor or the Collateral Trustee, to such party at its address specified on the signature pages hereof or any other address which such party shall have specified as its address for the purpose of communications hereunder, by notice given in accordance with this Section 6.1 to the party sending such communication or (ii) if to any Primary Holder Representative, to it at its address specified from time to time in the list provided by the Company to the Collateral Trustee pursuant to Section 4.2; provided that any notice, request or demand to the Collateral Trustee shall not be effective until received by the Collateral Trustee in writing or by facsimile transmission in the corporate trust division at the office designated by it pursuant to this Section 6.1 and that any notice, request, demand or other communication to any Primary Holder Representative shall not be effective unless it specifically references the Restructuring Notes or the Restructuring Note Indenture or the New Money Notes or the New Money Note Indenture, as applicable.

6.2 No Waivers. No failure on the part of the Collateral Trustee, any co-collateral trustee, any separate trustee, the Directing Parties, any Primary Holder Representative or any Secured Party to exercise, no course of dealing with respect to, and no delay in exercising, any right, power or privilege under this Agreement or any other Trust Security Document shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6.3 Amendments, Supplements and Waivers.

(a) With the written consent of the Directing Parties, the Collateral Trustee and the Grantors may, from time to time, enter into written agreements supplemental hereto or to any other Trust Security Document for the purpose of adding to, or waiving any provisions of, this Agreement or any other Trust Security Document or changing in any manner the rights of the Collateral Trustee, the Secured Parties or the Grantors hereunder or thereunder; provided that no such supplemental agreement shall (i) amend, modify or waive any provision of this Section 6.3 without the written consent of each Primary Holder Representative for each Class of Primary Secured Obligations then outstanding but only if the rights of the Primary Holder Representative would be adversely affected thereby, (ii) amend the definition of Directing Parties or any use of such defined term in this Agreement, in each case without the written consent of each Primary Holder Representative for each class of Primary Secured Obligations then outstanding but only if the rights of the Primary Holder Representative would be adversely affected thereby, (iii) change the percentage specified in the definition of Majority Holders, Majority Restructuring Note Class Holders or Majority New Money Note Class Holders or amend, modify or waive any provision of Section 3.4 or the definition of Secured Obligations or otherwise change the relative rights of the Secured Parties under this Agreement in respect of payments or Collateral without the written consent of holders constituting the Majority Class Holders of each Class whose rights would be adversely affected thereby, (iv) amend, modify or waive any provision of Section 8 without the consent of each Primary Holder Representative with respect to each Class of Primary Secured Obligations then outstanding, but only if the relative rights of the holders of such Class would be adversely affected thereby, or (v) amend, modify or waive any provision of Section 3, 4 or 5 or otherwise alter the duties, rights or obligations of the Collateral Trustee hereunder or under the other Trust Security Documents without the written consent of the Collateral Trustee. Any such supplemental agreement shall be binding upon the Grantors, each Primary Holder Representative, the Secured Parties and the Collateral Trustee and their respective successors and assigns.

(b) Notwithstanding the foregoing, without the consent of the Directing Parties or any other Secured Party, the Collateral Trustee and the Grantors, at any time and from time to time, may, subject to the terms, conditions and provisions of the Intercreditor Agreement enter into one or more agreements supplemental hereto or to any other Trust Security Document, in

form and substance satisfactory to the Grantors and the Collateral Trustee, (i) to add to the covenants of such Grantor for the benefit of the Secured Parties or to surrender any right or power herein conferred upon such Grantor or add to the rights or benefits of the Secured Parties; (ii) to mortgage or pledge to the Collateral Trustee, or grant a security interest in favor of the Collateral Trustee in, any property or assets as additional security for the Secured Obligations or to preserve, perfect or establish any liens on the Collateral to secure the Secured Obligations or the rights of the Collateral Trustee with respect thereto; (iii) to conform to any applicable law or to advice given by special or local counsel; (iv) to cure any ambiguity, to correct or supplement any provision herein or in any other Trust Security Document which may be defective or inconsistent with any other provision herein or therein, or to make any other provision with respect to matters or questions arising hereunder which shall not be inconsistent with any provision hereof; provided that any such action contemplated by this clause (iv) shall not adversely affect the interests of the Secured Parties; (v) to secure additional Secured Obligations otherwise permitted to be secured by the Collateral pursuant to the Secured Instruments; (vi) to provide for the assumption of the Company's or any Grantor's obligations under any Trust Security Document in the case of a merger or consolidation or sale of all or substantially all of the Company's or such Grantor's assets, as applicable; (vii) to make, complete or confirm any grant of a Lien on Collateral permitted or required by any Secured Instrument or, to the extent required under the Intercreditor Agreement (or any other intercreditor agreement constituting a Trust Security Document), to conform any Trust Security Document to reflect permitted amendments or modifications to comparable provisions of any Bank Group Document, Pension Fund Document or comparable document evidencing the Asset Backed Credit Facility; (viii) to amend the Intercreditor Agreement pursuant to the terms thereof or otherwise enter into another intercreditor agreement (including the Asset Backed Credit Facility Intercreditor Agreement, if any) to the extent permitted under, and in accordance with the terms, conditions and provisions of, the applicable Secured Instruments; or (ix) to comply with the TIA, or with any requirement of the SEC arising from the qualification of the Indentures under the TIA. If an Asset Backed Credit Facility and related Asset Backed Credit Facility Intercreditor Agreement are entered into, in each case, to the extent permitted under, and in accordance with the terms, conditions and provisions of, the applicable Secured Instruments, then this Agreement shall be deemed amended to include, and shall be amended to so include, a reference to the "Asset Backed Credit Facility Intercreditor Agreement" each time (if applicable) "Intercreditor Agreement" is referred to herein.

(c) For purposes of voting under this Agreement, Secured Obligations registered in the name of or beneficially owned by the Company or any Affiliate of the Company will be deemed to be outstanding only to the extent deemed outstanding for purposes of voting under the respective Indentures.

(d) The Collateral Trustee will not enter into any amendment or supplement unless it has received a certificate of a Responsible Officer of the Company to the effect that such amendment or supplement will not result in a breach of any provision or covenant contained in any of the Secured Instruments. Prior to executing any amendment adding Collateral pursuant to this Section 6.3, the Collateral Trustee will be entitled to receive an Opinion of Counsel to the effect that the execution and delivery of such document is permitted hereunder and all conditions precedent thereto have been satisfied, and addressing customary creation and perfection (which Opinion of Counsel may be subject to customary assumptions and qualifications).

6.4 [***Reserved***].

6.5 Headings. The table of contents and the headings of sections have been included herein and in the other Trust Security Documents for convenience only and should not be considered in interpreting this Agreement or the other Trust Security Documents.

6.6 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.7 Successors and Assigns; Third Party Beneficiaries.

(a) This Agreement shall be binding upon each of the parties hereto and their respective successors and assigns and shall inure to the benefit of each of the Indemnified Parties and their respective successors and assigns (or, if applicable, permitted assigns), and nothing herein is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement or any Collateral.

(b) Each of the Indemnified Parties is a third-party beneficiary of this Agreement.

6.8 [***Reserved***].

6.9 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement, the other Trust Security Documents and the other Secured Instruments to which it is a party;

(b) neither the Collateral Trustee nor any Primary Holder Representative or other Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement, any of the other Trust Security Documents and the other Secured Instruments, and the relationship between the Grantors, on the one hand, and the Collateral Trustee and Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Trust Security Documents or Secured Instruments or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

6.10 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. To the extent that the Collateral Account is deemed or construed to be a "deposit account" under the UCC, the parties hereto agree that New York is the "jurisdiction" of U.S. Bank National Association, in its capacity as Collateral Trustee hereunder, for purposes of §9-304 of the New York Uniform Commercial Code.

6.11 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of executed counterparts by facsimile or other electronic mail transmission (PDF) shall be deemed equally effective as delivery of originals.

6.12 Termination and Release

(a) Upon the termination of, and satisfaction in full of all of the obligations under, a Class of Primary Secured Obligations (other than contingent indemnification obligations for which no claim has been made), a Responsible Officer of the Company shall promptly provide written notice to the Collateral Trustee stating that the conditions for release of Collateral under the Secured Instruments for such Class have been satisfied and upon the Collateral Trustee's

receipt of such written notice, the Secured Obligations under such Class shall no longer be secured by the Collateral. Upon the Collateral Trustee's receipt of such written notice with respect to each Class of Primary Secured Obligations, the security interests created by the Trust Security Documents shall terminate automatically and all right, title and interest of the Collateral Trustee in and to the Collateral shall revert to the Grantors, their successors and assigns.

(b) Upon the termination of the Collateral Trustee's security interest and the release of the Collateral in accordance with Section 6.12(a), the Collateral Trustee will promptly, at the Company's written request and expense (and in any event within five Business Days after receipt of such request), (i) execute and deliver to the Company such documents as the Company shall reasonably request to evidence the termination of such security interest or the release of such Collateral, or authorize the Company and its designees to file such UCC termination statements and notices of release of Liens as the Company shall reasonably request, and (ii) deliver or cause to be delivered to the Grantors all property of the Grantors then held by the Collateral Trustee or any agent thereof.

(c) So long as no Notice of Acceleration shall be in effect, upon the sale or other disposition of all the Capital Stock of a Grantor to any Person (other than the Company or any other Grantor) in a transaction permitted (or not prohibited, as the case may be) by all the Secured Instruments as certified in writing by a Responsible Officer of the Company: (i) such Grantor and each Subsidiary of such Grantor which is included in such sale or other disposition (such Grantor and each such Subsidiary being referred to herein as "Included Grantors") shall cease to be a Grantor hereunder or a party to any Trust Security Document and shall be released automatically from its obligations pursuant hereto and thereto, (ii) the security interests created by the Trust Security Documents entered into by such Included Grantors in all right, title and interest of such Included Grantors in the Collateral, and the security interests created by the Trust Security Documents in the Capital Stock of such Included Grantors, shall terminate automatically, in each case only with respect to such Included Grantors and such Capital Stock (subject to any requirement with respect to the retention of Proceeds of such sale or other disposition subject to this Agreement or any other Trust Security Document) and (iii) any obligations of such Included Grantors shall, unless otherwise expressly notified by the Company to the Collateral Trustee and the Directing Parties in writing, automatically cease to be Secured Obligations. Upon any such termination and receipt by the Collateral Trustee of a certificate from a Responsible Officer of the Company or the relevant Grantor stating that such sale or other disposition is to a Person other than the Company or any other Grantor in a transaction permitted or not prohibited, as the case may be, by the Secured Instruments, the Collateral Trustee will promptly, at the Company's request and expense (and in any event within five Business Days after receipt of such request), (x) execute and deliver to the Company and such Included Grantors (and the Grantor that pledged such Capital Stock under the Trust Security Documents) such documents as the Company shall reasonably request to evidence the termination of such security interest or the release of such Collateral, or authorize the Company and its designess to file such UCC termination statements and notices of release of Liens as the Company shall reasonably request, (y) deliver or cause to be delivered to such Included Grantors all property of such Included Grantors then held by the Collateral Trustee or any agent thereof and (z) deliver such Capital Stock to the Grantor that pledged such Capital Stock under the Trust Security Documents. A copy of any certificate by a Grantor to the Collateral Trustee under this Section 6.12(c) shall be sent simultaneously to the Directing Parties. The Company and the Grantors hereby agree to hold in escrow any Collateral delivered to the Company or the Grantors, as applicable, by the Collateral Trustee pursuant to this Section 6.12(c).

(d) Upon receipt by the Collateral Trustee of written notice from a Primary Holder Representative directing the Collateral Trustee to cause the Liens on a portion or all of the Collateral (identified in such notice) securing the applicable Primary Secured Obligations to be

released and discharged, such Liens shall be automatically released and such Primary Secured Obligations shall no longer be secured by such Collateral, and the security interests created by the Trust Security Documents in such Collateral shall terminate automatically and all right, title and interest of the Collateral Trustee in and to such Collateral shall revert to the Grantors, their successors and assigns.

(e) So long as no Notice of Acceleration shall be in effect, upon receipt by the Collateral Trustee of written certification from a Responsible Officer of the Company (and in any event within five Business Days after receipt of such request) that physical possession of any Grantor's property then held by the Collateral Trustee or any agent thereof or any separate trustee or co-trustee (including any promissory notes and related transfer documents, if any, constituting part of any Collateral) is necessary or customary to enforce (or would otherwise facilitate enforcement of) such Grantor's remedies (or actions in lieu of the exercise of enforcement) against counterparties, or for the purpose of correction of defects, if any, under or in relation to any Collateral, or for the purpose of exchanging stock certificates or instruments for other stock certificates or instruments in a transaction not constituting a sale or disposition, the Collateral Trustee shall (i) cause to be delivered in escrow such property to such Grantor, the Company or its agents pending any enforcement action, exercise of rights or other customary actions in lieu of enforcement or for the purpose of correction of defects, if any, in each case in respect of any such promissory notes, stock certificates and related Collateral, and (ii) execute and deliver such documents (in form and substance reasonably satisfactory to the Company), and take such other actions in connection with such escrowed release as such Grantor or the Company may reasonably request in writing; it being understood that the delivery of any such property shall not constitute a release of the Collateral and any Proceeds received by such Grantor upon any such enforcement shall be subject to this Agreement and the other Trust Security Documents. A copy of any certificate by a Grantor or the Company to the Collateral Trustee under this Section 6.12(e) shall be sent simultaneously to the Directing Parties. The Company and the Grantors hereby agree to hold in escrow any Collateral delivered to the Company or the Grantors, as applicable, by the Collateral Trustee pursuant to this Section 6.12(e).

(f) So long as no Notice of Acceleration shall be in effect, upon the sale or other disposition of Collateral to a third party (a "Third Party Sale") and which transaction is permitted or not prohibited by all the Secured Instruments as certified in writing by a Responsible Officer of the Company, the security interests created by the Trust Security Documents in such Collateral (but not the Proceeds thereof) shall terminate automatically, and the Company or applicable Grantor shall promptly provide the Collateral Trustee with written certification that such sale or other disposition has occurred and is permitted or not prohibited by all the Secured Instruments. Upon receipt by the Collateral Trustee of a notice from the Company or other Grantor that such Grantor has entered or intends to enter into a binding contract for a Third Party Sale of Collateral, the Collateral Trustee shall, promptly upon receipt of such notice (and in any event within five Business Days after receipt of such notice), at such Grantor's or the Company's expense, (i) execute and deliver within five Business Days prior to the date of the contemplated closing under such Third Party Sale as notified by the Company or such Grantor, such documents (in form and substance reasonably satisfactory to the Grantors) as such Grantor or the Company shall reasonably request to evidence the termination of the security interest and Lien in, and release of, such Collateral upon completion of such Third Party Sale (subject to any requirement with respect to retention of the Proceeds of such Third Party Sale subject to this Agreement or any other Trust Security Document), or authorize the Company and its designees to file such UCC termination statements and notices of release of Liens as the Company shall reasonably request, and (ii) deliver, or cause to be delivered within five Business Days prior to the date of the contemplated closing under such Third Party Sale as notified by the Company or such Grantor, for release only upon completion of such Third Party Sale, to such Grantor or the Company all property (including any promissory notes and related transfer documents), if any, constituting part

of such Collateral (and any related collateral) then held by the Collateral Trustee or any agent thereof. A copy of any certificate by a Grantor or the Company to the Collateral Trustee under this Section 6.12(f) shall be sent simultaneously to the Directing Parties. The Company and the other Grantors hereby agree to hold in escrow at all times prior to the closing under the applicable Third Party Sale any Collateral delivered to the Company or the Grantors, as applicable, by the Collateral Trustee pursuant to this Section 6.12(f).

(g) Upon receipt by the Collateral Trustee of written certification from a Responsible Officer of the Company that such Grantor has received, or has received notice that it will receive, a payment or prepayment in satisfaction or settlement in respect of any portion of the Collateral, the Collateral Trustee shall promptly at the Company's request and expense (and in any event within five Business Days after receipt of such request), and as long as no Notice of Acceleration is then in effect (i) execute and deliver, for release only upon receipt by the applicable Grantor of such payment or prepayment in satisfaction or settlement, such documents (in form and substance reasonably satisfactory to the Grantors) as the Company shall reasonably request to evidence termination of the security interest and Lien in, and release of, such portion of Collateral (subject to any requirement with respect to retention of the Proceeds of such payment or prepayment under this Agreement or any other Trust Security Documents) and (ii) deliver, or cause to be delivered, for release only upon receipt by the Collateral Trustee of such payment or prepayment in satisfaction or settlement, to the Company all property (including any promissory notes and related transfer documents), if any, constituting part of such Collateral (and any related collateral) then held by the Collateral Trustee or any agent thereof. A copy of any certificate by a Grantor or the Company to the Collateral Trustee under this Section 6.12(g) shall be sent simultaneously to the Directing Parties. The Company and the Grantors hereby agree to hold in escrow any Collateral delivered to the Company or the Grantors, as applicable, by the Collateral Trustee pursuant to this Section 6.12(g).

(h) Upon a release of any senior Lien on any Collateral in accordance with Section 4.2 of the Intercreditor Agreement (or in accordance with any comparable provision of any other Trust Security Document now or hereinafter constituting an intercreditor agreement to which the Collateral Trustee is a party and all or any portion of the Collateral is subject including the Asset Backed Credit Facility Intercreditor Agreement, if any), the Collateral Trustee's Lien on such Collateral shall be automatically released.

(i) Notwithstanding anything to the contrary contained in any Trust Security Document, the Lien granted under the Trust Security Documents shall not extend to any Excluded Property during the time that such assets constitute Excluded Property, but shall promptly attach thereto if at any time such assets no longer constitute Excluded Property.

(j) This Agreement shall terminate when the security interests granted under each of the other Trust Security Documents or otherwise in favor of the Secured Parties have terminated and the Collateral has been released as provided in Section 6.12(a) or (d); provided that the provisions of Sections 4.3, 4.4, 4.5, 4.6 and 4.7 as related to the reimbursement of expenses and costs of the Collateral Trustee, the indemnities of the Collateral Trustee and priority Liens of the Collateral Trustee and Sections 5.1, 5.2, 5.4 as related to exculpations and limitations of the duties and obligations of the Collateral Trustee, shall not be affected by any such termination.

(k) Notwithstanding any release to the Company of amounts from the Collateral Account pursuant to Section 2.11(b) or the release of any security interest or Lien pursuant to this Section 6.12, the Grantors and their assets will remain subject to the terms of the Secured Instruments, and the released amounts and other assets may not be applied except as permitted under the Secured Instruments.

(l) Upon the release, pursuant to, and in accordance with the terms and conditions of any of the foregoing provisions of this Section 6.12, of the Lien on all or any portion of (a) the Collateral under the Security and Collateral Agency Agreement or (b) the Collateral applicable to the Vehicle Title Custodial Agreement, the Collateral Trustee is hereby authorized and directed by the applicable Grantors to deliver instructions to or direct the collateral agent under the Security and Collateral Agency Agreement or the custodial administrator under the Vehicle Title Custodial Agreement, as applicable, to release such Collateral.

6.13 New Grantors. During the term of this Agreement, one or more additional Subsidiaries may, and shall, in accordance with the Secured Instruments, become a party to this Agreement by executing a joinder agreement, substantially in the form of Exhibit B attached hereto, whereupon such Subsidiary shall become a Grantor for all purposes and to the same extent as if originally a party hereto and shall be bound by this Agreement. Such Subsidiary shall comply with the applicable requirements of each Secured Instrument to which it is a party with respect to the creation and perfection of security interests in the Collateral in which it has rights. All obligations of the Grantors under this Agreement, including Grantors that become parties hereto after the date hereof, are joint and several.

6.14 Inspection by Regulatory Agencies. The Collateral Trustee shall make available, and shall cause each custodian and agent acting on its behalf in connection with this Agreement to make available, all Collateral in such Person's possession at all times for inspection by the auditor of a Grantor or any regulatory agency having jurisdiction over any Grantor to the extent required by such regulatory agency in its discretion.

6.15 [***Reserved***]

6.16 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Trust Security Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) to the extent permitted by applicable law, consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and

(c) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this section any special, exemplary, punitive or consequential damages (it being understood and agreed that this waiver shall not limit the ability of any Indemnified Party to seek reimbursement on the terms and subject to the conditions of Section 4.6 for any special, exemplary, punitive or consequential damages payable by it).

6.17 WAIVERS OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COLLATERAL TRUSTEE AND EACH OF THE GRANTORS AND OTHER SECURED PARTIES PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER TRUST SECURITY DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

6.18 Primary Holder Representatives' Rights and Protections. With respect to any action taken, permitted or required to be taken, or not taken by the Restructuring Note Indenture Trustee or the New Money Note Indenture Trustee under this Agreement, whether as a Directing Party or otherwise, the conduct of the Restructuring Note Indenture Trustee and the New Money Note Indenture Trustee shall be governed by the Restructuring Note Indenture or the New Money Note Indenture, as applicable, and the Restructuring Note Indenture Trustee and the New Money Note Indenture Trustee shall have the same rights and be entitled to the same protections and immunities as are set forth in the Restructuring Note Indenture or the New Money Note Indenture, as applicable, with respect to actions or inaction by the Restructuring Note Indenture Trustee and the New Money Note Indenture Trustee hereunder, as applicable.

SECTION 7.

DESIGNATION OF SECURED OBLIGATIONS

7.1 Designations of Secured Obligations. The Company may at any time and from time to time designate additional obligations (whether outstanding on the date of such designation or on a prospective "when issued basis") as obligations that are secured by the Collateral pursuant to this Agreement in accordance with this Section 7 (it being understood that if such notice is prospective such designation is contingent upon the issuance or incurrence of the related obligations) if and only if such obligations Refinance any or all of the Restructuring Note Obligations and the New Money Note Obligations in a Qualifying Refinancing. The Company shall furnish each Notice of Designation to each Indenture Trustee promptly after delivering the same to the Collateral Trustee; provided that failure to deliver such notice shall not affect the validity of any such designation. If each Primary Holder Representative receives such notice and none of them notifies the Company within 10 Business Days following the receipt thereof that it disagrees with the certification described in clause (iii) of Section 7.2 when the proceeds of such Refinancing Debt are applied to repay Restructuring Note Obligations or New Money Note Obligations, as applicable, the designation of such additional obligations as Secured Obligations shall be binding upon the other holders of Secured Obligations for purposes of this Agreement; provided, however that nothing in this sentence shall constitute a waiver of any right or remedy of any Primary Holder Representative or other holder of Secured Obligations may have under any Secured Instrument with respect to the incurrence or designation of such obligations.

7.2 Designation of Refinancing Debt. Upon receipt by the Collateral Trustee of a written certification from a Responsible Officer of the Company, substantially in the form of Exhibit C attached hereto (each a "Notice of Designation") (i) identifying the obligations the Company is designating as "Refinancing Debt" under this Agreement, (ii) identifying the Primary Holder Representative with respect thereto, (iii) designating whether such Refinancing Debt will be classified as Restructuring Note Obligations or New Money Note Obligations, (iv) certifying that the incurrence and designation of such Indebtedness or financial accommodation as Refinancing Debt hereunder is permitted by the applicable Secured Instruments, and (v) certifying that such Refinancing is a Qualifying Refinancing, such Indebtedness or other financial accommodation will become "Refinancing Debt" hereunder.

7.3 Termination of Designation. Once designated as secured pursuant to this Section 7, the relevant Secured Obligations shall remain secured pursuant to this Agreement until the first to occur of (i) the termination of this Agreement in accordance with Section 6.12, (ii) the payment in full of such Secured Obligations (other than contingent indemnification obligations for which no claim has been made) and (iii) the delivery to the Collateral Trustee of the written consent of the relevant Primary Holder Representative or Secured Party to the release of the security interest in the Collateral securing such Secured Obligations.

SECTION 8.

PROVISIONS RELATING TO SECURED OBLIGATIONS

Each Secured Party shall be bound by the following terms:

8.1 Controlling Agreement. The Collateral Trustee shall be the secured party under the Trust Security Documents and shall hold the Collateral for the benefit of all the Secured Parties. Subject to Section 9 hereof pursuant to which the terms, conditions and provisions of the Intercreditor Agreement shall be controlling, the provisions contained herein and in the other Trust Security Documents concerning the Collateral and Proceeds shall be controlling, notwithstanding the terms of any agreement between any Secured Party and any Grantor under any other document or instrument between such parties, whether or not any bankruptcy or other insolvency proceeding shall at any time have been commenced with respect to any Grantor.

8.2 Incorrect Distribution. If any Secured Party receives any Proceeds of Collateral or any other Trust Monies in an amount in excess of the amount such Person is entitled to receive under the terms hereof, such Person shall (a) hold such excess amount in trust for the benefit of the Collateral Trustee until paid over to the Collateral Trustee and (b) shall promptly pay such excess amount to the Collateral Trustee. The Collateral Trustee shall promptly distribute the amount so received in accordance with the terms of Section 3.4.

8.3 Return of Trust Monies. If at any time payment, in whole or in part, of any Trust Monies distributed hereunder is rescinded or must otherwise be restored or returned by the Collateral Trustee or by any Secured Party as a preference, fraudulent conveyance or otherwise under any bankruptcy, insolvency or similar law, then each Person receiving any portion of such Trust Monies agrees, upon demand, to return the portion of such Trust Monies it has received to the Person responsible for restoring or returning such Trust Monies; provided that the Restructuring Note Indenture Trustee and the New Money Note Indenture Trustee shall not be required to return any such Trust Monies that have been distributed by the Restructuring Note Indenture Trustee or the New Money Note Indenture Trustee to the holders of the Restructuring Notes or the New Money Notes, as applicable, or to other third parties, or are otherwise no longer in the possession of the Restructuring Note Indenture Trustee or the New Money Note Indenture Trustee in their capacity as an Indenture Trustee.

8.4 Parties Having Other Relationships. Each Secured Party acknowledges and agrees that now and in the future the other Secured Parties or their respective Affiliates may lend to the Company or any of its Subsidiaries on a basis other than as covered by this Agreement or may accept deposits from, act as trustee under indentures of, act as servicing bank, cash management bank or any similar function under any credit relationship with, and generally engage in any kind of business with the Company or any of its Subsidiaries, all as if such Person were not a party to this Agreement. Except as set forth herein, each Secured Party acknowledges that the other Secured Parties and their respective Affiliates may exercise all contractual and legal rights and remedies which may exist from time to time with respect to such other existing and future relationships without any duty to account therefor to the other Secured Parties except as necessary to establish compliance with the provisions of this Agreement.

8.5 Waivers of Rights. Except as otherwise expressly set forth herein, so long as any of the Secured Obligations remain unpaid, the Secured Parties hereby agree to refrain from exercising any and all rights each may individually (i.e., other than through the Collateral Trustee) now or hereafter have applicable to the Collateral or to exercise any right pursuant to the Trust Security Documents or the UCC as in effect in any applicable jurisdiction or under similar provisions of the laws of any jurisdiction or under any bankruptcy or other insolvency laws or otherwise dispose of or retain any of the Collateral. The Secured Parties hereby agree not to take any action whatsoever to enforce any term or provision of the Trust Security Documents or to enforce any right with respect to the Collateral, in conflict with this Agreement or the terms and provisions of the other Trust Security Documents.

8.6 Permitted Exercise of other Rights. Except as otherwise specifically provided in this Section 8 and subject to the terms, conditions and provisions of the Intercreditor Agreement, each Secured Party shall have all the rights and remedies available to it under the Secured Instruments which are not Trust Security Documents to which they are a party upon the occurrence and during the continuation of an event of default, as defined in the relevant Secured Instrument, or at any other time, and without limiting the generality of the foregoing, each Secured Party shall have the independent right, exercised in accordance with the applicable Secured Instruments and applicable law, to do any of the following:

(a) accelerate payment of the Secured Obligations owing to such Secured Party pursuant to the Secured Instruments (other than this Agreement and the other Trust Security Documents) to which such Secured Party is a party;

(b) institute suit against any Grantor: (i) under the terms of the applicable Secured Instruments (excluding this Agreement and the other Trust Security Documents) for collection of the amounts owing thereunder or (ii) seeking an injunction, restraining order or any other similar remedy;

(c) seek the appointment of a receiver for any Grantor (but not any of the Trust Estate);

(d) file an involuntary petition under any bankruptcy or insolvency laws against any Grantor or file a proof of claim in any Insolvency Proceeding;

(e) during any Insolvency Proceeding of any Grantor, retain the right to vote; or

(f) take any other enforcement action with respect to any event of default pursuant to and in accordance with the Secured Instruments (other than this Agreement and the other Trust Security Documents) to which it is a party.

For the avoidance of doubt, after commencement of an Insolvency Proceeding, no individual Secured Party shall have the right to consent or object to (i) a proposed use, sale or lease of Collateral, (ii) any request for, or proposed agreement regarding, the provision of adequate protection or (iii) any request for, or proposed agreement regarding, the use of cash collateral (as defined in the Bankruptcy Code), in each case, to which the Majority New Money Note Class Holders and the Majority Restructuring Note Class Holders have agreed. In the absence of agreement by both Primary Holder Representatives, the rights of each individual Secured Party with respect to the matters described in clauses (i) through (iii) of the immediately preceding sentence are reserved.

8.7 Secured Obligations Unconditional. All rights and interests of the Secured Parties hereunder, and all agreements and obligations of the Secured Parties (and, to the extent applicable, the Grantors) hereunder, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Secured Instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, all or any portion of the Secured Obligations, or any amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of any Secured Instrument;

(c) any exchange, release, voiding, avoidance or non-perfection of any Lien in any Collateral or any other collateral, or any release, amendment, waiver or other modification, whether by course of conduct or otherwise, or any Refinancing of all or any portion of the Secured Obligations or any guarantee or guaranty thereof;

(d) the commencement or discharge of any Insolvency Proceeding; or

(e) any other circumstances other than repayment of the outstanding Secured Obligations that otherwise might constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or any Secured Party in respect of this Agreement.

8.8 Equal Ranking. The Collateral Trustee and each of the Secured Parties hereby agree that the Liens and security interest granted to the Collateral Trustee under the Trust Security Documents shall be treated, as among the Secured Parties, as being for the equal and ratable benefit of all the Secured Parties (subject to the provisions of this Agreement (including, without limitation, the priority of distributions set forth in Section 3.4) and the other Trust Security Documents), without preference, priority, prejudice or distinction as to any Lien of any Secured Party over any other Secured Party. Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing any of the Secured Obligations secured by the Collateral and notwithstanding any provision of the UCC of any jurisdiction, or any other applicable law or any defect or deficiencies in the Liens securing the Secured Obligations or any other circumstance whatsoever (but subject to Section 3.4), each member of the Restructuring Note Class and each member of the New Money Note Class shall have equal priority on a pari passu and a pro rata basis to all of the Collateral and Proceeds thereof.

8.9 No New Liens. The Secured Parties agree that (a) there shall be no Lien, and no Grantor shall have any right to create any Lien, on any assets of any Grantor securing any Secured Obligation if such assets are not subject to, and do not become subject to, a Lien of equal priority securing all the Secured Obligations on the same basis as set forth in Section 8.8 and (b) if any Secured Party shall acquire or hold any Lien on any assets of any Grantor securing any Secured Obligation which assets are not also subject to a Lien of the same priority securing the other Secured Obligations, then such Secured Party will without the need for any further consent of any other Secured Party, notwithstanding anything to the contrary in any other Secured Instrument, either (i) assign such Lien to the Collateral Trustee as security for the Secured Obligations or (ii) hold such Lien for the benefit of the Secured Parties, as directed by the Directing Parties. To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the Secured Parties, the Secured Parties agree that any amounts received by or distributed to any of them while a Notice of Acceleration is in effect pursuant to or as a result of Liens granted in contravention of this Section 8.9 shall be subject to Section 3.4.

SECTION 9.

LIEN SUBORDINATION AND INTERCREDITOR AGREEMENT

The Liens on the Collateral securing the Secured Obligations are subordinated to the Liens on such Collateral securing the Bank Group Obligations, and the Liens on certain of the Collateral securing the Secured Obligations are also subordinated to certain Liens on certain of such Collateral securing the Pension Fund Obligations, in each case in the manner and to the extent provided in the Intercreditor Agreement. In the event of any conflict between this Agreement and the Intercreditor Agreement, the terms, conditions and provisions of the Intercreditor Agreement shall control.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

YRC WORLDWIDE INC.

By: ____________________
Name:
Title:

Address for Notices:

10990 Roe Avenue
Overland Park, Kansas 66211
Attn: Treasurer and General Counsel
Fax: 913.323.9824

SUBSIDIARIES:

EXPRESS LANE SERVICE, 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 MEXICO INC.

By: ____________________
Name: ____________________
Title: ____________________

USF REDDAWAY INC.

By: ____________________
Name: ____________________
Title: ____________________

USF REDSTAR LLC

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 ENTERPRISE SERVICES, INC.

By:
Name:
Title:

YRC INC.

By:
Name:
Title:

[Collateral Trust Agreement]

YRC INTERNATIONAL INVESTMENTS, INC.

By: ____________________________
Name: __________________________
Title: ___________________________

YRC LOGISTICS SERVICES, INC.

By: ____________________________
Name: __________________________
Title: ___________________________

YRC MORTGAGES, LLC

By: ____________________________
Name: __________________________
Title: ___________________________

YRC REGIONAL TRANSPORTATION, INC.

By: ____________________________
Name: __________________________
Title: ___________________________

[Collateral Trust Agreement]

U.S. Bank National Association,
as Collateral Trustee

By: ______________________________
Name:
Title:

Address for Notices:

Corporate Trust Services
50 S. 16th Street
MHL Code: EX-PA-WBSP
Philadelphia, PA 19102
Attention: George J. Rayzis
Fax: 215.761.9412

U.S. Bank National Association,
as the Restructuring Note Indenture Trustee

By: ______________________________
Name:
Title:

Address for Notices:

Corporate Trust Services
50 S. 16th Street
MHL Code: EX-PA-WBSP
Philadelphia, PA 19102
Attention: George J. Rayzis
Fax: 215.761.9412

U.S. Bank National Association,
as the New Money Note Indenture Trustee

By: ______________________________
Name:
Title:

Address for Notices:

Corporate Trust Services
50 S. 16th Street
MHL Code: EX-PA-WBSP
Philadelphia, PA 19102
Attention: George J. Rayzis
Fax: 215.761.9412

ANNEX I

Trust Security Documents

1. The Mortgages relating to each of the real properties described on Schedule A hereto, in each case in favor of the Collateral Trustee.
2. Each Deposit Account Control Agreement and Securities Account Control Agreement (as each of the foregoing terms are defined in the Security Agreement) listed on Schedule B hereto.
3. Confirmatory Trademark, Copyright and Patent Agreements.
4. Environmental Indemnity.
5. Vehicle Title Custodial Agreement.

Schedule A
to Annex I to Collateral Trust Agreement

Schedule B
to Annex I to Collateral Trust Agreement

1. Blocked Account Control Agreement (“Shifting Control”) among the Company, the Collateral Trustee, JPMorgan Chase Bank, National Association, as Administrative and Collateral Agent, and JPMorgan Chase Bank, N.A., as Bank.
2. Blocked Account Control Agreement (“Lockbox and Lockbox Account — Shifting Control”) among the Company, the Collateral Trustee, JPMorgan Chase Bank, National Association, as Administrative and Collateral Agent, and JPMorgan Chase Bank, N.A., as Bank.
3. Amended and Restated Deposit Account Control Agreement among the Company, the Collateral Trustee, JPMorgan Chase Bank, National Association, as Administrative and Collateral Agent, and Bank of America, N.A., as Bank.
4. Amended and Restated Deposit Account Control Agreement among YRC Inc., the Collateral Trustee, JPMorgan Chase Bank, National Association, as Administrative and Collateral Agent, and Bank of America, N.A., as Bank.

EXHIBIT A

FORM OF NOTICE OF ACCELERATION

[Date]

To: U.S. Bank National Association, as Collateral Trustee

Re: Collateral Trust Agreement, dated as of July 22, 2011 among YRC Worldwide Inc. (the "Company"), the subsidiaries of the Company parties thereto, U.S. Bank National Association, as Restructuring Note Indenture Trustee, U.S. Bank National Association, as New Money Note Indenture Trustee and U.S. Bank National Association, as Collateral Trustee (the "Agreement").

[The [Restructuring Note Obligations] [New Money Note Obligations] have not been paid in full at the stated final maturity and any applicable grace period has expired.] [An Event of Default has occurred and is continuing under the provisions of and as defined in the [Restructuring Note Indenture] [New Money Note Indenture] and, as a result thereof, all Secured Obligations outstanding thereunder have become (or have been declared to be) due and payable in accordance with the terms of such Secured Instrument and have not been paid in full. [An Insolvency Proceeding has been commenced.]

Unless otherwise provided herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

[NAME OF Primary Holder Representative], as Primary Holder Representative

By: ______________________________

Name:

Title:

EXHIBIT B

FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT, dated as of [________], 2011 (this "Joinder Agreement"), made by ________, a ________ corporation (the "New Grantor") in favor of U.S. Bank National Association, as Collateral Trustee under the Agreement referred to below (in such capacity, the "Collateral Trustee"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

W I T N E S S E T H:

WHEREAS, YRC Worldwide Inc., a Delaware corporation (the "Company"), certain subsidiaries of the Company (together with the Company, the "Grantors"), U.S. Bank National Association, as Restructuring Note Indenture Trustee, U.S. Bank National Association, as New Money Note Indenture Trustee and the Collateral Trustee have entered into the Collateral Trust Agreement, dated as of July 22, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"); and

WHEREAS, the New Grantor desires to become a party to the Agreement in accordance with Section 6.13 of the Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Agreement. By executing and delivering this Joinder Agreement, the New Grantor hereby becomes a party to the Agreement as a "Grantor" thereunder and, without limiting the foregoing, hereby expressly assumes all obligations and liabilities of a "Grantor" thereunder.

2. GOVERNING LAW. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[NEW GRANTOR]

By: ______________________________
Name:
Title:

Address for Notices:

Fax:

Acknowledged and Agreed:
U.S. Bank National Association

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT C

FORM OF NOTICE OF DESIGNATION

[Date]

To: U.S. Bank National Association, as Collateral Trustee

Re: Collateral Trust Agreement, dated as of July 22, 2011, among YRC Worldwide Inc. (the "Company"), the subsidiaries of the Company parties thereto, U.S. Bank National Association, as Restructuring Note Indenture Trustee, U.S. Bank National Association, as New Money Note Indenture Trustee and U.S. Bank National Association, as Collateral Trustee (the "Agreement").

Pursuant to Section 7.2 of the Agreement, the Company hereby:

(i) designates [identify obligations] as "Refinancing Debt" under the Agreement;

(ii) represents, warrants and certifies that such Refinancing is a Qualifying Refinancing;

(iii) confirms that the Primary Holder Representative with respect to such [Refinancing Debt] shall be ________;

(iv) confirms that such Refinancing Debt shall be classified as [Restructured Note Obligations] [New Money Note Obligations]; and

(v) certifies that the incurrence and designation of such obligations as provided above is permitted by the Secured Instruments.

Terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

YRC WORLDWIDE INC.

By: ______________________________

Name:

Title:

Exhibit 10.16

FINAL VERSION

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into on July 22, 2011 (the "Effective Date"), by and among YRC Worldwide Inc., a Delaware corporation (together with its successors and assigns, the "Company") and James L. Welch ("Executive").

WHEREAS, Executive and the Company wish to enter into an employment relationship on the terms and conditions set forth in this Agreement.

WHEREAS, the Board of Directors of the Company (the "Board") has authorized the Company to enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the validity and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term of Employment**. The Company hereby agrees to employ Executive under this Agreement, and Executive hereby accepts such employment, for the Term of Employment. Except as provided in this Section 1, the Term of Employment shall commence as of the Effective Date and shall end on the fourth anniversary thereof. The Term of Employment may be sooner terminated by either party in accordance with Section 6 of this Agreement. For the avoidance of doubt, the sole remedies for early termination of the Term of Employment are as provided in Section 8.

2. **Position, Duties and Responsibilities.**

(a) During the Term of Employment, Executive shall serve as the Chief Executive Officer of the Company and of such of its subsidiaries as the Board may request, reporting to the Chairman of the Board of Directors of the Company (the "Chairman") and the Board, and shall perform such lawful duties as are specified from time to time by the Chairman and/or the Board that are commensurate with his position as Chief Executive Officer.

(b) During the Term of Employment, Executive shall perform his duties faithfully and to the best of his abilities and shall devote all of his business time, on a full time basis, to the business and affairs of the Company and shall use his best efforts to advance the best interest of the Company and shall comply with all of the written policies of the Company, including, without limitation, such written policies with respect to legal compliance, conflicts of interest, confidentiality, insider trading, code of conduct and business ethics as are from time to time in effect (collectively, and as amended or modified from time to time by the Board in its discretion, the "Policies").

(c) During the Term of Employment, Executive hereby agrees that his services will be rendered exclusively to the Company and Executive shall not directly or indirectly render services to, or otherwise act in a business or professional capacity on behalf of or for the benefit of, any other Person (as defined below) as an employee, advisor, member of a board or similar governing body, sole proprietor, independent contractor, agent, consultant, representative or otherwise, whether or not compensated, except as may otherwise be explicitly permitted by the Board in writing in accordance with the Policies following receipt of notice from Executive

regarding any such matter. During the Term of Employment, Executive further agrees that he shall not seek, solicit, or otherwise look for employment (whether as an employee, consultant or otherwise) with any other Person. "Person" or "person", as used in this Agreement, means any individual, partnership, limited partnership, corporation, limited liability company, trust, estate, cooperative, association, organization, proprietorship, firm, joint venture, joint stock company, syndicate, company, committee, government or governmental subdivision or agency, or other entity, in each case, whether or not for profit. Notwithstanding the foregoing, Executive shall be permitted to serve on the board of SkyWest. Inc. during the Term of Employment.

(d) Executive's services hereunder shall be performed by Executive in the Company's principal executive offices in Overland Park, Kansas; provided, that, Executive may be required to travel for business purposes during the Term of Employment.

(e) Upon expiration of the Term of Employment or the termination of Executive's employment for any reason, upon the request of the Board, Executive shall resign, in writing, from any positions he then holds with the Company and its subsidiaries, including, if applicable, membership on the Board and/or other boards of the Company's subsidiaries.

3. **Base Salary**. Commencing as of the Effective Date, the Company shall pay Executive an annualized Base Salary of seven hundred thousand U.S. dollars ($700,000) ("Base Salary"), payable in accordance with the regular payroll practices applicable to senior executives of the Company. During the Term of Employment, the Board may increase (but not decrease) Executive's Base Salary in its discretion. Except as otherwise provided in this Agreement, Executive shall not be entitled to receive any additional consideration for service during the Term of Employment as a member of the Board and/or as an officer or employee of any subsidiary.

4. **Incentive Compensation**.

(a) Restricted Stock Award. Provided Executive is still then employed, as soon as administratively feasible following: (i) the completion of the reverse merger of the Company into a subsidiary of the Company in which the Company survives such merger (the "Merger"), (ii) the Board adopts and the shareholders approve the Company's new management incentive plan (the "Plan") at the time of, or following, the Merger and (iii) the Company has effectuated the reverse stock split of the Company's common stock following such Merger (the "Grant Date"), Executive shall be granted a restricted stock award on 0.6% of the outstanding common stock of the Company, calculated on a fully-diluted basis, as of the Grant Date (the "Initial Award"). The Initial Award shall be subject in all respects to the terms of the applicable restricted stock award agreement evidencing the Initial Award and the Plan; provided, that, the Initial Award shall provide in part that 25% of the shares subject to such award shall be released from restriction and vest on January 1, 2013 and that an additional 25% of the shares subject to such award shall be released from restriction and vest on each of the second and third anniversaries of the Effective Date and the day immediately prior to the fourth anniversary of the Effective Date; provided, further, that, Executive is still then employed by the Company on each such date. In addition, subject to applicable legal and accounting restrictions, the Initial Award will provide that Executive may elect to satisfy his minimum income tax withholding obligations by having the Company withhold a sufficient number of shares with a fair market value equal to such withholding obligation. Executive will have an opportunity to review and provide input on the applicable restricted stock award agreement evidencing the Initial Award.

(b) Performance Awards. Provided Executive is still then employed, within ninety (90) days following the end of each of the first four completed fiscal years which occur during the Term of Employment (which, for the avoidance of doubt, shall include fiscal year 2011), Executive shall be granted a restricted award of common stock of up to 0.35% of the outstanding common stock of the Company, calculated on a fully-diluted basis, as of the Grant Date, if one or more pre-established performance goals for such completed fiscal year established by the Compensation Committee of the Board (the "Committee"), after consultation with Executive, have been achieved, as determined by the Committee (each, a "Performance Award"). Except for the award granted with respect to fiscal year 2011, a Performance Award shall be 50% vested upon the date of grant and 50% vested on the first anniversary of the date of grant; provided, that, with respect to the award granted with respect to fiscal year 2011, the Performance Award shall be 100% vested on the first anniversary of the date of grant; provided, further, that in each case, Executive is still then employed by the Company on such anniversary or such grant date, as applicable. In addition, subject to applicable legal and accounting restrictions, the Performance Award will provide that Executive may elect to satisfy his minimum income tax withholding obligations by having the Company withhold a sufficient number of shares with a fair market value equal to such withholding obligation. This Section 4(b) shall survive expiration of the Agreement for so long as is necessary to give effect thereto, although this survival clause shall not be construed as a guarantee of Executive's employment for any particular period. The scheduled vesting of the Initial Award and the Performance Award(s) are set forth on Annex A hereto.

(c) Claw-Back. If, pursuant to Section 10D of the Securities Exchange Act of 1934, as amended (the "Act"), the Company would not be eligible for continued listing, if applicable, under Section 10D(a) of the Act if it did not adopt policies consistent with Section 10D(b) of the Act, then, in accordance with those policies that are so required, any incentive-based compensation payable to Executive under this Agreement or otherwise shall be subject to claw-back in the circumstances, to the extent, and in the manner, required by Section 10D(b)(2) of the Act, as interpreted by rules of the Securities Exchange Commission.

(d) Cash Bonus Plan. The Company shall provide Executive a cash performance bonus ("Bonus") based on Executive's achievement of certain performance criteria ("Performance Criteria") during the first seventeen (17) months of Executive's employment with the Company, provided, that, Bonus will not exceed two hundred fifty thousand U.S. dollars ($250,000). The Performance Criteria will be agreed upon by the Executive and the Company within three (3) months of the date of this Agreement.

(e) Excess Compensation Limit. Notwithstanding anything herein to the contrary, any taxable compensation, including, without limitation, Base Salary, Bonuses, taxable fringe benefits and perquisites, payable by the Company to Executive shall in no event exceed one million dollars ($1,000,000) (as adjusted) in any calendar year commencing prior to January 1, 2013 so as to result in any accelerated pension contributions or other additional pension expense payable by the Company pursuant to the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 or other similar law.

5. **Other Benefits**.

(a) Employee Benefits.

(i) During the Term of Employment, Executive shall be entitled to participate in such employee benefit plans and insurance programs made available generally to senior executives of the Company, or which it may adopt from time to time, for its employees, in accordance with the eligibility requirements for participation therein.

(ii) Company shall pay for premiums for coverage under the Company's medical and dental plans for Executive and Executive's eligible dependents participating in such plans during the Term of Employment. The parties shall undertake commercially reasonable efforts to structure the benefits under this Section 5(b)(ii) in a manner that is most tax efficient for the parties (i.e., on an after-tax basis). Further, in the event that the payment of amounts payable hereunder this Section 5(b)(ii) shall result in adverse tax consequences under Chapter 100 of the Internal Revenue Code of 1986, as amended and the treasury regulations and other guidance promulgated thereunder (the "Code"), Code Section 4980D or otherwise to the Company, the parties shall undertake commercially reasonable efforts to restructure such benefit in an economically equivalent manner to avoid the imposition of such taxes on the Company, provided, however, that should the Company's auditors determine in good faith that no such alternative arrangement is achievable, Executive shall not be entitled to his rights to payment under this Section 5(b)(ii).

(iii) Company shall provide Executive with a five hundred thousand U.S. dollar ($500,000) term life insurance policy, and maintain such policy during the Term of Employment with such beneficiary as designated by Executive.

(b) Vacations. During the Term of Employment, Executive shall be entitled to four (4) weeks paid vacation per year to be accrued and taken in accordance with the normal vacation policies of the Company. Accrued but unused vacation shall be paid following Executive's termination of employment in accordance with the Company's normal vacation policy in effect from time to time.

(c) Reimbursement of Business and Other Expenses. Executive is authorized to incur reasonable expenses in carrying out his duties and responsibilities under this Agreement, and the Company shall promptly reimburse him for all such expenses, subject to documentation and subject to the expense reimbursement policies of the Company during the Term of Employment.

(d) Automobile Allowance. Company shall provide Executive an automobile allowance of one thousand U.S. dollars ($1,000) per month during the Term of Employment.

(e) Relocation Assistance. The Company shall reimburse the following costs to Executive, subject to documentation and the expense reimbursement policies of the Company and subject to prior written approval by the Chairman (or the Chairman's designee):

(i) Reasonable realtor fees;

(ii) Reasonable moving expenses for the move from Wichita, Kansas to Overland Park, Kansas of Executive and Executive's dependents and their personal effects;

(iii) All reasonable closing costs and fees associated with the sale of Executive's current home and the purchase of Executive's new home; provided, however, that such costs and fees shall not include any loss attributable to the sale of Executive's current home; and

(f) Temporary Housing. The Company shall reimburse Executive, subject to documentation and the expense reimbursement policies of the Company, for all temporary living expenses in Overland Park, Kansas (or a location near Overland Park, Kansas) for (A) the ninety (90) day period starting on the date Executive relocates to Overland Park, Kansas (or a location near Overland Park, Kansas) or (B) until such time as Executive has sold his current home and moved into his new home, which ever date comes first; provided, that such temporary living expenses shall not exceed five thousand dollars ($5,000) per month.

6. **Termination of Employment**. Executive's employment hereunder may be terminated during the Term of Employment under the following circumstances:

(a) Death. Executive's employment hereunder shall terminate upon Executive's death.

(b) Disability. The Company shall have the right to terminate Executive's employment hereunder for Disability (as defined below). For purposes of this Agreement, "Disability" shall mean Executive's inability to perform his duties hereunder on a full-time basis for a period of ninety days during any three hundred sixty-five (365) day period, as a result of physical or mental incapacity as determined by a medical doctor reasonably selected in good faith by the Board.

(c) For Cause. The Company shall have the right to terminate Executive's employment for Cause (as defined in this Section 6(c)). Upon the reasonable belief by the Board that Executive has committed an act (or failure to act) which constitutes Cause, the Company may immediately suspend Executive from his duties herein and bar him from their premises during the Board's investigation of such acts (or failures to act) and any such suspension shall not be deemed to be a breach of this Agreement by the Company and/or otherwise provide Executive a right to terminate his employment for Good Reason (the "Investigation Period"). If Executive is ultimately terminated for Cause following the Investigation Period, which shall not exceed one-hundred eighty (180) days, then Executive's employment shall be deemed to have been terminated as of the first day of such Investigation Period for all purposes under this Agreement (other than with respect to the payment of Base Salary, participation and vesting in the Company's qualified defined contribution plan, and the provision of welfare (i.e., health, dental, life insurance, and vacation) benefits during the Investigation Period). For purposes of this Agreement, "Cause" shall mean (i) Executive's commission or guilty plea or plea of no contest to a felony (or its equivalent under applicable law) or a misdemeanor that involves moral turpitude, (ii) conduct by Executive that constitutes fraud or embezzlement or any acts of dishonesty in relation to his duties with the Company, (iii) Executive having engaged in

negligence, bad faith or misconduct which causes either material reputational or material economic harm to the Company or its affiliates, (iv) Executive's continued refusal to substantially perform Executive's essential duties hereunder, which refusal is not remedied within ten (10) days after written notice from the Board (which notice specifies in reasonable detail the grounds constituting Cause under this subclause), or (v) Executive's breach of his obligations under this Agreement or the Policies maintained by the Company, which is not cured, if curable, within ten (10) days after the Company notifies Executive of such breach (which notice specifies in reasonable detail the grounds constituting Cause under this subclause). For the avoidance of doubt, Cause shall not exist under subclause (v) of this Section 6(c) as a result of Executive's poor performance of his duties.

(d) Without Cause. The Company shall have the right to terminate Executive's employment hereunder without Cause at any time by providing Executive with a Notice of Termination.

(e) By Executive. Executive shall have the right to terminate his employment hereunder without Good Reason (as defined in this Section 6(e)) by providing the Company with a Notice of Termination at least one hundred twenty (120) days prior to such termination (which advance notice may be waived by the Company). Executive shall have the right to terminate his employment hereunder with Good Reason as set forth herein. For purposes of this Agreement, Executive shall have "Good Reason" to terminate his employment if, within thirty (30) days after he knows (or has reason to know) of the occurrence of any of the following events, Executive provides written notice requesting cure to the Board of such events, and the Board fails to cure, if curable, such events within thirty (30) days following receipt of such notice: (i) a material reduction in Executive's Base Salary; (ii) any material diminution in Executive's duties or responsibilities or the assignment to him of duties or responsibilities that materially impair his ability to perform the duties or responsibilities then assigned to him or normally assigned to the chief executive officer of an enterprise of the size and structure of the Company or (iii) any material breach by the Company of their obligations to the Executive under this Agreement.

(f) Due to Expiration of the Term of Employment. Unless otherwise agreed to by the parties in writing, Executive's employment and this Agreement (other than provisions intended to survive) shall terminate upon the expiration of the Term of Employment.

7. **Termination Procedure**.

(a) Notice of Termination. Any termination of Executive's employment by the Company or by Executive during the Term of Employment (other than termination pursuant to Section 6(a)) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated.

(b) Date of Termination. "Date of Termination" shall mean (i) if Executive's employment is terminated by his death, the date of his death, (ii) if Executive's employment is terminated pursuant to Section 6(b), fifteen (15) days after Notice of Termination, and (iii) if Executive's employment is terminated for any other reason, the date on which a Notice of Termination is given or any later date set forth in such notice (but within ninety (90) days after the giving of such notice); provided, however, that the notice period for a termination by Executive without Good Reason shall be, unless waived by the Company, at least one hundred twenty (120) days) after the giving of such Notice of Termination.

8. **Compensation Upon Termination**. In the event Executive's employment terminates during the Term of Employment, the Company shall provide Executive with the payments set forth below. The severance payments described in Section 8(b) shall be in lieu of any other severance or termination benefits that Executive may otherwise be eligible to receive under any severance policy, plan or program maintained by the Company or its subsidiaries or as otherwise mandated by law. To the extent that the Company and/or its subsidiaries are required to pay Executive severance or termination pay under any such severance policy, plan, program or applicable law, the amounts payable hereunder shall be reduced, but not below zero, on a dollar for dollar basis.

(a) Termination for Cause or Without Good Reason, Death, Disability or Expiration of the Term. If Executive's employment is terminated by the Company for Cause or by Executive without Good Reason, or upon Executive's death or Disability or upon the expiration of the Term of Employment:

(i) within ten (10) business days following such termination, the Company shall pay to Executive (or his beneficiary or estate) any unpaid Base Salary earned through the Date of Termination;

(ii) within thirty (30) days following such termination, the Company shall reimburse Executive pursuant to Section 5(c) for reasonable expenses incurred but not paid prior to such termination of employment; and

(iii) the Company shall provide to Executive other or additional benefits (if any), in accordance with the then-applicable terms of any then-applicable plan, program, agreement or other arrangement of any of the Company, or of any of their subsidiaries, in which Executive participates (the rights described in clauses (i) to (iii) are collectively referred to as the "Accrued Obligations").

(b) Termination Without Cause or for Good Reason. In the event that Executive's employment under this Agreement is terminated by the Company without Cause under Section 6(d) of this Agreement or by Executive with Good Reason during the Term of Employment, the Company shall pay or provide to Executive the Accrued Obligations and subject to Executive's signing (and not revoking) a general release of claims in a form reasonably acceptable to the Company within twenty-one (21) days or forty-five (45) days, whichever period is required under applicable law, the Company shall pay to Executive a severance amount equal to 150% of Executive's annual rate of Base Salary immediately prior to the Date of Termination, payable in eighteen (18) monthly installments ("Monthly Severance Payments"), commencing on the 60th day following the Date of Termination. Monthly Severance Payments shall be made in accordance with the regular payroll practices of the Company; provided, that, if Executive is in breach of any of his obligations under Section 9 of this Agreement, the Company may cease making the payments under this Section 8(b). Each Monthly Severance Payment shall be treated as a separate payment for the purposes of Code Section 409A.

9. **Restrictive Covenants**.

(a) Acknowledgments. Executive acknowledges that: (i) as a result of Executive's employment by the Company, Executive has obtained and will obtain Confidential Information (as defined below); (ii) the Confidential Information has been developed and created by the Company and its Affiliates (as defined below) at substantial expense and the Confidential Information constitutes valuable proprietary assets; (iii) the Company and its Affiliates will suffer substantial damage and irreparable harm which will be difficult to compute if, during the Term of Employment and thereafter, Executive should enter a Competitive Business (as defined herein) in violation of the provisions of this Agreement; (iv) the nature of the Company's and its Affiliates' business is such that it could be conducted any where in the world and that it is not limited to a geographic scope or region; (v) the Company and its Affiliates will suffer substantial damage which will be difficult to compute if, during the Term of Employment or thereafter, Executive should solicit or interfere with the Company's and its Affiliates' employees, clients or customers or should divulge Confidential Information relating to the business of the Company and its Affiliates; (vi) the provisions of this Agreement are reasonable and necessary for the protection of the business of the Company and its Affiliates; (vii) the Company would not have hired or continued to employ Executive or grant the equity awards and other benefits contemplated under this Agreement unless he agreed to be bound by the terms hereof; and (viii) the provisions of this Agreement will not preclude Executive from other gainful employment, but instead will preclude only an unfair competitive advantage. "Competitive Business" as used in this Agreement shall mean any business which competes, directly or indirectly, with any aspect of the Company's (or its Affiliates') business. "Confidential Information" as used in this Agreement shall mean any and all confidential and/or proprietary knowledge, data, or information of the Company and its Affiliates, including, without limitation, any: (A) trade secrets, drawings, inventions, methodologies, mask works, ideas, processes, formulas, source and object codes, data, programs, software source documents, works of authorship, know-how, improvements, discoveries, developments, designs and techniques, and all other work product of the Company and its Affiliates, whether or not patentable or registrable under trademark, copyright, patent or similar laws; (B) information regarding plans for research, development, new service offerings and/or products, equipment purchases, marketing, advertising and selling, distribution, business plans, business forecasts, budgets and unpublished financial statements, licenses, prices and costs, suppliers, customers or distribution arrangements; (C) information regarding the skills and compensation of employees, suppliers, agents, and/or independent contractors of the Company and its Affiliates; (D) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of the Company and its Affiliates; or (E) any other information, data or the like that is labeled confidential or orally disclosed to Executive as confidential. For purposes of this Agreement, an "Affiliate" of an individual, corporation, partnership, limited liability company, joint venture, trust, estate, board, committee, agency, body, employee benefit plan, or other person or entity ("Person") shall mean a Person that directly or indirectly controls, is controlled by, or is under common control with, the Person specified.

(b) Confidentiality. In consideration of the benefits provided for in this Agreement, Executive agrees not to, at any time, either during the Term of Employment or thereafter, divulge, use, publish or in any other manner reveal, directly or indirectly, to any person, firm, corporation or any other form of business organization or arrangement and keep in the strictest confidence any Confidential Information, except (i) as may be necessary to the performance of Executive's duties hereunder, (ii) with the Company's express written consent, (iii) to the extent that any such information is in or becomes in the public domain other than as a result of Executive's breach of any of the obligations hereunder, or (iv) where required to be disclosed by court order, subpoena or other government process and in such event, Executive shall cooperate with the Company in attempting to keep such information confidential. Upon the request of the Company, Executive agrees to promptly deliver to the Company the originals and all copies, in whatever medium, of all such Confidential Information in his possession or control.

(c) Non-Compete. In consideration of the benefits provided for in this Agreement, Executive covenants and agrees that during his employment and for a period of 18 months following the conclusion of his employment for whatever reason, or following the date of cessation of the last violation of this Agreement, or from the date of entry by a court of competent jurisdiction of a final, unappealable judgment enforcing this covenant, whichever of the foregoing is the last to occur (the "Restricted Period"), he will not, for himself, or in conjunction with any other person, firm, partnership, corporation or other form of business organization or arrangement (whether as a shareholder, partner, member, principal, agent, lender, director, officer, manager, trustee, representative, employee or consultant), directly or indirectly, be employed by, provide services to, in any way be connected, associated or have any interest of any kind in, or give advice or consultation to any Competitive Business.

(d) Non-Solicitation of Employees. In consideration of the benefits provided for in this Agreement, Executive covenants and agrees that during his employment and for a period of twenty-four (24) months following the termination of his employment for whatever reason, or following the date of cessation of the last violation of this Agreement, or from the date of entry by a court of competent jurisdiction of a final, unappealable judgment enforcing this covenant, whichever of the foregoing is the last to occur, Executive shall not, without the prior written permission of the Company, directly or indirectly (i) solicit, employ or retain, or have or deliberately cause any other person or entity to solicit, employ or retain, any person who is employed or is providing services to the Company or its Affiliates at the time of his termination of employment or was or is providing such services within the twelve (12) month period before or after his termination of employment or (ii) request, suggest or deliberately cause any employee of the Company or its Affiliates to breach or threaten to breach any terms of said employee's agreements with the Company and its Affiliates or to terminate his or her employment with the Company and its Affiliates.

(e) Non-Solicitation of Clients and Customers. In consideration of the benefits provided for in this Agreement, Executive covenants and agrees that during the Restricted Period, he will not, for himself, or in conjunction with any other person, firm, partnership, corporation or other form of business organization or arrangement (whether as a shareholder, partner, member, lender, principal, agent, director, officer, manager, trustee, representative, employee or consultant), directly or indirectly: (i) solicit or accept any business, in competition with the Company and its Affiliates, from any person or entity who was an existing or

prospective customer or client of the Company and its Affiliates at the time of, or at the time during the twelve (12) months preceding, his termination of employment; or (ii) request, suggest or deliberately cause any of the Company's and its Affiliates' clients or customers to cancel, reduce, change the terms of or terminate any business relationship with the Company and its Affiliates involving services or activities which were directly or indirectly the responsibility of Executive during his employment.

(f) Post-Employment Property. The parties agree that any work of authorship, invention, design, discovery, development, technique, improvement, source code, hardware, device, data, apparatus, practice, process, method or other work product whatever (whether patentable or subject to copyright, or not, and hereinafter collectively called "discovery") related to training or marketing methods and techniques that Executive, either solely or in collaboration with others, has made or may make, discover, invent, develop, perfect or reduce to practice during the term of his employment, or within three (3) months thereafter, whether or not during regular business hours, and created, conceived or prepared on the Company's and its Affiliates' premises or otherwise and related to the Company's business, shall be the sole and complete property of the Company and its Affiliates. More particularly, and without limiting the foregoing, Executive agrees that all of the foregoing and any (i) inventions (whether patentable or not, and without regard to whether any patent therefor is ever sought); (ii) marks, names or logos (whether or not registrable as trade or service marks, and without regard to whether registration therefor is ever sought); (iii) works of authorship (without regard to whether any claim of copyright therein is ever registered); and (iv) trade secrets, ideas, and concepts ((i) - (iv) collectively, "Intellectual Property Products") created, conceived or prepared on the Company's and its Affiliates' premises or otherwise, whether or not during normal business hours, and related in any way to the Company's business, shall perpetually and throughout the world be the exclusive property of the Company and its Affiliates, as the case may be, as shall all tangible media (including, but not limited to, papers, computer media of all types and models) in which such Intellectual Property Products shall be recorded or otherwise fixed. Executive agrees that all works of authorship created by Executive during his engagement by the Company shall be works made for hire of which the Company and its Affiliates are the author and owner of copyright. To the extent that any competent decision-making authority should ever determine that any work of authorship created by Executive during his engagement by the Company is not a work made for hire, Executive hereby assigns all right, title and interest in the copyright therein, in perpetuity and throughout the world, to the Company. To the extent that this Agreement does not otherwise serve to grant or otherwise vest in the Company all rights in any Intellectual Property Product created by Executive during his engagement by the Company, or within three (3) months thereafter, Executive hereby assigns all right, title and interest therein, in perpetuity and throughout the world, to the Company. Executive agrees to execute, immediately upon the Company's reasonable request and without charge, any further assignments, applications, conveyances or other instruments, at any time after execution of this Agreement, whether or not Executive is engaged by the Company at the time such request is made, in order to permit the Company, their Affiliates and/or their respective assigns to protect, perfect, register, record, maintain or enhance their rights in any Intellectual Property Product; provided, that, the Company shall bear the cost of any such assignments, applications or consequences. Upon termination of Executive's employment with the Company for any reason whatsoever, and at any earlier time the Company so request, Executive will immediately deliver to the custody of the person designated by the Company all originals and copies of any documents and other property of the Company in Executive's possession or under Executive's control.

(g) Non-Disparagement. Executive acknowledges and agrees that he will not defame or publicly criticize the services, business, prospects, quality, integrity, veracity or personal or professional reputation of the Company and/or its Affiliates and their respective officers, directors, partners, executives, employees or agents thereof in either a professional or personal manner at any time following the Term of Employment.

(h) Enforcement. If Executive commits a breach of any of the provisions of this Section 9, the Company shall have the right and remedy to seek to have the provisions specifically enforced by any court having jurisdiction (without the posting of any bond or security), it being acknowledged and agreed by Executive that the services being rendered hereunder to the Company are of a special, unique and extraordinary character and that any such breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity.

(i) Blue Pencil. If, at any time, the provisions of this Section 9 shall be determined to be invalid or unenforceable under any applicable law, by reason of being vague or unreasonable as to area, duration or scope of activity, this Agreement shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter and Executive and the Company agree that this Agreement as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

(j) EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS SECTION 9 AND HAS HAD THE OPPORTUNITY TO REVIEW ITS PROVISIONS WITH ANY ADVISORS AS HE CONSIDERED NECESSARY AND THAT EXECUTIVE UNDERSTANDS THIS AGREEMENT’S CONTENTS AND SIGNIFIES SUCH UNDERSTANDING AND AGREEMENT BY SIGNING BELOW.

10. **Assignability; Binding Nature**. The rights and benefits of Executive hereunder shall not be assignable, whether by voluntary or involuntary assignment or transfer by Executive. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Company, and the heirs, executors and administrators of Executive, and shall be assignable by the Company only to any entity acquiring substantially all of the assets of the Company, whether by merger, consolidation, sale of assets or similar transactions.

11. **Representations**. Executive represents and warrants to the Company, and Executive acknowledges that the Company has relied on such representations and warranties in employing Executive, that neither Executive’s duties as an employee of the Company nor his performance of this Agreement will breach any other agreement to which Executive is a party, including, without limitation, any agreement limiting the use or disclosure of any information acquired by Executive prior to his employment with the Company. In addition, Executive represents and warrants and acknowledges that the Company has relied on such representations and warranties in employing Executive and that he has not entered into, and will not enter into any agreement, either oral or written, in conflict herewith.

12. **Resolution of Disputes**. Any dispute concerning the validity, interpretation, enforcement, or breach of this Agreement, or otherwise arising between the parties, shall (except to the extent otherwise provided in Section 9(h) with respect to certain requests for injunctive relief) be submitted to binding arbitration before the American Arbitration Association ("AAA") for resolution. Such arbitration shall be conducted in the State of Delaware, and the arbitrator will apply Delaware law, including federal law as applied in Delaware courts. The arbitration shall be conducted in accordance with the AAA's Employment Arbitration Rules, as modified by the terms set forth in this Agreement. The arbitration will be conducted by a single arbitrator, who shall be an attorney who specializes in the field of employment law and shall have prior experience arbitrating employment disputes. The award of the arbitrator shall be final and binding on the parties, and judgment on the award may be confirmed and entered in any state or federal court in the State of Delaware. The arbitration shall be conducted on a strictly confidential basis, and Executive shall not disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with any such a claim, or the result of any arbitration (collectively, "Arbitration Materials"), to any third party, with the sole exception of Executive's legal counsel, who also shall be bound by all confidentiality terms of this Agreement. In the event of any court proceeding to challenge or enforce an arbitrator's award, the parties hereby consent to the exclusive jurisdiction of the state and federal courts in the State of Delaware, and agree to venue in that jurisdiction. The parties agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any such proceeding, agree to file all Confidential Information (and documents containing Confidential Information) under seal to the extent possible and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement. Each party agrees to pay its own costs and fees in connection with any arbitration of a dispute arising under this Agreement, and any court proceeding arising therefrom, regardless of outcome; provided, however, that if Executive prevails on substantially all claims, then the Company shall reimburse Executive for attorneys' fees reasonably incurred by him.

13. **Notices**. Any notice, consent, demand, request or other communication given to a Person in connection with this Agreement shall be in writing and shall be deemed to have been given to such Person (a) when delivered personally to such Person or (b) provided that a written acknowledgment of receipt is obtained, five days after being sent by prepaid certified or registered mail, or two days after being sent by a nationally recognized overnight courier, to the address (if any) specified below for such Person (or to such other address as such Person shall have specified by ten (10) days advance notice given in accordance with this Section 13) or (c) in the case of the Company, on the first business day after it is sent by facsimile to the facsimile number set forth below (or to such other facsimile number as shall have been specified by ten (10) days advance notice given in accordance with this Section 13), with a confirmatory copy sent by certified or registered mail or by overnight courier in accordance with this Section 13.

If to the Company:	10990 Roe Avenue Overland Park, Kansas 66211
If to Executive:	To the address of his principal residence as it appears in the Company's records, with a copy to him (during the Term of Employment) at the Company's principal executive office.
If to a beneficiary or transferee:	To the address most recently specified by Executive, beneficiary or transferee through notice given in accordance with this Section 13.

14. **Miscellaneous**.

(a) Company Representations. Company hereby represents and warrants to Executive that each of the following statements is correct as of the date of this Agreement:

(i) The Company is a corporation organized and validly existing under the laws of the State of Delaware and has been duly authorized by all necessary and appropriate action to enter into this Agreement and to consummate the transactions contemplated herein, and the individual executing this Agreement on behalf of the Company have been duly authorized by all necessary action on behalf of the Company. This Agreement creates a binding and legally enforceable agreement against the Company.

(ii) Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated herein conflict with or will result in a breach of any of the terms, conditions or provisions of

(A) the governing documents under which the Company is constituted; or

(B) any agreement or instrument to which the Company is a party or by which it is bound.

(iii) The Board has approved the employment of Executive pursuant to the Articles of Incorporation, bylaws and any other necessary documents or procedures of the Company.

(b) Entire Agreement. This Agreement contains the entire understanding and agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, among them with respect thereto.

(c) Severability. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law so as to achieve the purposes of this Agreement.

(d) Amendment or Waiver. No provision in this Agreement may be amended unless such amendment is set forth in a writing that specifically identifies the provision being amended and that is signed by the parties and in the case of the Company, such amendment has been

approved by the Board or its designee. No waiver by any Person of any breach of any condition or provision contained in this Agreement shall be deemed a waiver of any similar or dissimilar condition or provision at the same or any prior or subsequent time. To be effective, any waiver must be set forth in a writing that specifically refers to the condition or provision that is being waived and is signed by the waiving Person and in the case of the Company, such waiver has been approved by the Board or its designee.

(e) Headings. The headings of the Sections and sub-sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

(f) Beneficiaries/References. Executive shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit under this Agreement following Executive's death by giving the Company written notice thereof. In the event of Executive's death or a judicial determination of his incompetence, references in this Agreement to Executive shall be deemed, where appropriate, to refer to his beneficiary, transferee, estate or other legal representative.

(g) Survivorship. Except as otherwise set forth in this Agreement, the respective rights and obligations of the parties hereunder shall survive any termination of Executive's employment under this Agreement.

(h) Withholding Taxes. The Company may withhold from any amounts or benefits payable under this Agreement, or under any of the agreements of which forms are attached hereto, any taxes that are required to be withheld pursuant to any applicable law or regulation.

(i) 409A Provisions. Notwithstanding anything herein to the contrary, this Agreement is intended to be interpreted and applied so that the payment of the benefits set forth herein either shall either be exempt from the requirements of Section 409A of the Code, or shall comply with the requirements of such provision. Notwithstanding any provision in this Agreement or elsewhere to the contrary, if Executive is a "specified employee" within the meaning of Section 409A of the Code, any payments or benefits due upon a termination of Executive's employment under any arrangement that constitutes a "deferral of compensation" within the meaning of Section 409A of the Code and which do not otherwise qualify under the exemptions under Treas. Regs. Section 1.409A-1 (including without limitation, the short-term deferral exemption and the permitted payments under Treas. Regs. Section 1.409A-1(b)(9)(iii)(A)), shall be delayed and paid or provided on the earlier of (i) the date which is six (6) months after Executive's separation from service (as such term is defined in Section 409A of the Code and the regulations and other published guidance thereunder) for any reason other than death, and (ii) the date of Executive's death. Notwithstanding anything in this Agreement or elsewhere to the contrary, distributions upon termination of Executive's employment may only be made upon a "separation from service" as determined under Section 409A of the Code and such date shall be the Termination Date for purposes of this Agreement. Each payment under this Agreement or otherwise shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement or otherwise which constitutes a "deferral of compensation" within the meaning of Section 409A of the Code. All reimbursements and in-

kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code. To the extent that any reimbursements pursuant to this Agreement or otherwise are taxable to Executive, any reimbursement payment due to Executive shall be paid to Executive on or before the last day of Executive's taxable year following the taxable year in which the related expense was incurred; provided, that, Executive has provided the Company written documentation of such expenses in a timely fashion and such expenses otherwise satisfy the Company' expense reimbursement policies. Reimbursements pursuant to this Agreement or otherwise are not subject to liquidation or exchange for another benefit and the amount of such reimbursements that Executive receives in one taxable year shall not affect the amount of such reimbursements that Executive receives in any other taxable year. Notwithstanding any of the foregoing to the contrary, the Company and their respective officers, directors, employees, or agents make no guarantee that the terms of this Agreement as written comply with, or are exempt from, the provisions of Code Section 409A, and none of the foregoing shall have any liability for the failure of the terms of this Agreement as written to comply with, or be exempt from, the provisions of Code Section 409A.

(j) Governing Law. This Agreement shall be governed, construed, performed and enforced in accordance with its express terms, and otherwise in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

(l) Joint Drafting. The Company and Executive acknowledge and agree that this Agreement was jointly drafted by the Company on the one side and by Executive on the other side. Neither party, nor any party's counsel, shall be deemed the drafter of this Agreement in any proceeding that may hereafter arise between them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

YRC WORLDWIDE INC.

By: ____________________
Name: James Hoffman
Title: Chairman of the Board

Executive:

____
James L. Welch

ANNEX A

Vesting Terms Applicable to Incentive Compensation Awards

1. The following vesting terms shall apply with respect to the grant of the Initial Award contemplated by Section 4(a) of the Agreement:

Grant Date	As contemplated by Section 4(a) of the Agreement.
Vesting Dates	25% on January 1, 2013. 25% on July 22, 2013. 25% on July 22, 2014. 25% on July 21, 2015.

2. The following vesting terms shall apply with respect to the grants of the Performance Awards contemplated by Section 4(b) of the Agreement:

	Grant 1	Grant 2	Grant 3	Grant 4
Grant Date	Between January 1, 2012 and March 31, 2012.	Between January 1, 2013 and March 31, 2013.	Between January 1, 2014 and March 31, 2014.	Between January 1, 2015 and March 31, 2015.
Vesting Date(s)	100% on the first anniversary of the Grant Date.	50% on the Grant Date and 50% on the first anniversary of the Grant Date.	50% on the Grant Date and 50% on the first anniversary of the Grant Date.	50% on the Grant Date and 50% on the first anniversary of the Grant Date.

Exhibit 10.22

YRC WORLDWIDE INC.
10990 Roe Avenue
Overland Park, Kansas 66211

July 7, 2011

Morgan Stanley Senior Funding, Inc.
1585 Broadway, Floor 04
New York, New York, 10036

Re: Termination of Commitment Letter and Fee Letter

Ladies and Gentleman:

Reference is made (i) to that certain letter effective as of May 16, 2011 (the "Commitment Letter") by and among Morgan Stanley Senior Funding, Inc. ("Morgan Stanley") and YRC Worldwide Inc. ("YRCW"), regarding an agreement to use best efforts to arrange an up to $400 million Senior Secured Financing and a $50.0 million commitment of Morgan Stanley in respect thereof and (ii) to that certain fee letter effective as of May 16, 2011 (the "Fee Letter") by and among Morgan Stanley and YRCW, regarding certain fees payable in connection with such engagement.

In accordance with the terms of the Commitment Letter and the Fee Letter, YRCW hereby notifies you that it terminates the Commitment Letter and the Fee Letter; provided that the terms of the Commitment Letter relating to (i) costs and expenses and fees, (ii) indemnification, (iii) confidentiality and (iv) governing law shall survive termination of the Commitment Letter. Morgan Stanley acknowledges that the conditions Morgan Stanley must have satisfied to be entitled to receive payment of the Morgan Stanley Alternative Transaction Fee under Paragraph 2 of the Fee Letter have not been, and cannot be, satisfied and that, notwithstanding the terms of the Commitment Letter and the Fee Letter, Paragraph 2 of the Fee Letter shall not survive termination of the Commitment Letter nor the Fee Letter.

For the avoidance of doubt, termination of the Commitment Letter and the Fee Letter does not terminate Morgan Stanley's obligations under that certain Confidentiality Agreement dated as of February 1, 2011 by and between Morgan Stanley and YRCW.

[This space intentionally left blank]

YRC WORLDWIDE INC.

By: ________________________
Name:
Title:

Acknowledged and agreed:

MORGAN STANLEY SENIOR FUNDING, INC.

By: ________________________
Name: Ron Kubick
Title: Managing Director

Exhibit 31.1

CERTIFICATION PURSUANT TO
EXCHANGE ACT RULES 13A-14 AND 15D-14,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, James L. Welch, certify that:

(1) I have reviewed this report on Form 10-Q of YRC Worldwide Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

- a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
- d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2011

/s/ James L. Welch
James L. Welch
Chief Executive Officer

CERTIFICATION PURSUANT TO
EXCHANGE ACT RULES 13A-14 AND 15D-14,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Paul F. Liljegren, certify that:

(1) I have reviewed this report on Form 10-Q of YRC Worldwide Inc.;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2011

/s/ Paul F. Liljegren
Paul F. Liljegren
Senior Vice President Finance – Controller
Principal Accounting Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of YRC Worldwide Inc. on Form 10-Q for the period ended June 30, 2010, as filed with the Securities and Exchange Commission of the date hereof (the “Report”), I, James L. Welch, Chief Executive Officer of YRC Worldwide Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of YRC Worldwide Inc.

Date: August 8, 2011

/s/ James L. Welch
James L. Welch
Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of YRC Worldwide Inc. on Form 10-Q for the period ended June 30, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul F. Liljegren, Principal Accounting Officer of YRC Worldwide Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of YRC Worldwide Inc.

Date: August 8, 2011

/s/ Paul F. Liljegren
Paul F. Liljegren
Senior Vice President Finance – Controller,
Principal Accounting Officer