Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

MOTION RECORD
(Motion for Second Supplemental Order)
(Returnable September 29, 2023)

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ONTARIO
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

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Applicant

NOTICE OF MOTION
Motion for Second Supplemental Order
(Returnable September 29, 2023)

Yellow Corporation (the "**Applicant**" or the "**Yellow Parent**"), in its capacity as the foreign representative (the "**Foreign Representative**") in respect of the proceedings commenced by the Yellow Parent and certain of its affiliates, including by YRC Freight Canada Company, YRC Logistics Inc., USF Holland International Sales Corporation and 1105481 Ontario Inc. (collectively, the "**Canadian Debtors**" and each a "**Canadian Debtor**"), under chapter 11 of the United States Code (the "**Chapter 11 Cases**"), will make a motion before Chief Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on September 29, 2023, at 2:15 p.m., or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- ☐ In writing under subrule 37.12.1 (1);
- ☐ In writing as an opposed motion under subrule 37.12.1(4);
- ☐ In person;

☐ By telephone conference;
☒ By video conference;

at the following link:
https://ca01web.zoom.us/j/69376482552?pwd=YjcrdEs3MGtBRXNFckY5RGFpRjljQT09%27

THE MOTION IS FOR:

1. An Order (the "**Second Supplemental Order**") substantially in the form contained in the Motion Record of the Applicant, among other things, recognizing and enforcing the U.S. Orders (as defined below) entered by the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**"), and granting certain related relief; and

2. Such further and other relief as counsel may request and this Court may permit.

THE GROUNDS FOR THE MOTION are as follows:

The Chapter 11 Cases and the Canadian Proceedings

3. On August 6, 2023, the Yellow Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), commenced the Chapter 11 Cases by filing voluntary petitions with the U.S. Bankruptcy Court.

4. On August 8, 2023, this Court granted an interim stay order which, among other things, granted a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada.[1]

[1] Capitalized terms used and not defined herein, unless otherwise indicated, have the meanings given to them in the Affidavit of Matthew A. Doheny, sworn September 22, 2023 (the "**Third Doheny Affidavit**").

5. Following a hearing on August 9, 2023 in respect of the first day motions filed by the Debtors (the "**First Day Hearing**"), the U.S. Bankruptcy Court granted certain orders (the "**First Day Orders**"), including an order authorizing the Yellow Parent to act as the Foreign Representative in respect of the Chapter 11 Cases.

6. On August, 18, 2023, the U.S. Bankruptcy Court granted the Interim DIP Order, which approved the DIP Term Sheet and the DIP Financing contemplated thereby on an interim basis. In the period following the First Day Hearing, the U.S. Bankruptcy Court also entered certain additional First Day Orders and certain second interim orders.

7. On August 29, 2023, this Court granted (a) the Initial Recognition Order, among other things, recognizing the Yellow Parent as the "foreign representative" in respect of the Chapter 11 Cases and the Chapter 11 Cases as a "foreign main proceeding" pursuant to section 45 of the CCAA; and (b) the First Supplemental Order, among other things, appointing Alvarez & Marsal Canada Inc. as information officer (in such capacity, the "**Information Officer**"), recognizing certain of the First Day Orders and second interim orders issued by the U.S. Bankruptcy Court, and granting the Administration Charge, the D&O Charge and the DIP Charge.

Developments in the Chapter 11 Cases

8. Since the U.S. Bankruptcy Court granted the Interim DIP Order, the Debtors have, among other things, worked to finalize the definitive documentation contemplated by the DIP Term Sheet. To that end, the Yellow Parent and the Debtors that are guarantors pursuant to the DIP Financing (including the Canadian Debtors) entered into the Junior DIP Credit Agreement and the Postpetition B-2 Credit Agreement on September 6, 2023.

9. In addition, as contemplated by the DIP Term Sheet, the Debtors also worked to finalize the Bidding Procedures pursuant to which the Debtors will seek bids for the sale or sales of substantially all of their assets, which Bidding Procedures were approved by the U.S. Bankruptcy Court pursuant to the Bidding Procedures Order.

10. The Debtors have also worked to finalize a stalking horse bid in respect of their owned real property assets and entered into a stalking horse asset purchase agreement with Estes Express Lines ("**Estes**") in respect thereof on September 12, 2023 (the "**Real Estate Stalking Horse APA**"). The U.S. Bankruptcy Court approved Estes as the Real Estate Stalking Horse Bidder pursuant to the Real Estate Stalking Horse Order on September 21, 2023.

11. A hearing of the U.S. Bankruptcy Court was held on September 15, 2023 before the Honourable Judge Goldblatt (the "**Final First Day Hearing**") at which the Debtors sought (i) final versions of the various interim orders that had been granted by the U.S. Bankruptcy Court at or following the First Day Hearing, and (ii) certain additional orders. All of the orders sought were ultimately filed under certification of counsel in advance of the Final First Day Hearing, and all requested orders were granted by the U.S. Bankruptcy Court either in advance of the hearing or during the hearing.

12. The Foreign Representative now seeks the Second Supplemental Order recognizing and enforcing in Canada the various final orders relating to the interim orders recognized by this Court pursuant to the First Supplemental Order (the "**Final First Day Orders**") and certain of the additional orders granted by the U.S. Bankruptcy Court (the "**Additional Orders**", and collectively, the "**U.S. Orders**").

Recognition of the U.S. Orders is Appropriate

13. The Foreign Representative seeks recognition of the following Final First Day Orders: (a) the Final DIP Order; (b) the Final UST Cash Collateral Order; (c) the Final Cash Management Order; (d) the Final Wages Order; (e) the Final Critical Vendors Order; (f) the Final Utilities Order; (g) the Final Insurance and Surety Bond Order; (h) the Final Taxes Order; (i) the Final Customer Collections Order; (j) the Final Creditor Matrix Order; and (k) the Final Equity Trading Procedures Order. The Final First Day Orders are discussed in further detail in the Third Doheny Affidavit.

14. The Foreign Representative also seeks recognition of the following Additional Orders: (a) the Bar Date Order; (b) the Omnibus Rejection Order; (c) the Rejection Procedures Order; (d) the De Minimis Assets Order; (e) the Bidding Procedures Order; and (f) the Real Estate Stalking Horse Order. The Additional Orders are discussed in further detail in the Third Doheny Affidavit.

15. Section 49 of the CCAA provides that, if an order recognizing a foreign proceeding is made, the Court may make any order that it considers appropriate if it is satisfied that it is necessary for the protection of the debtor company's property or the interests of a creditor or creditors.

16. Recognition of the U.S. Orders by this Court pursuant to the Second Supplemental Order is appropriate to preserve the value of the Canadian Debtors and ensure judicial coordination and comity while the Debtors advance their wind-down and sale efforts pursuant to the Chapter 11 Cases.

General

17. The provisions of the CCAA, including Part IV and section 49 thereof.

18. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

19. The Third Doheny Affidavit;

20. The First Report of the Information Officer; and

21. Such further and other evidence as counsel may advise and this Court may permit.

Date: September 22, 2023

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Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable September 29, 2023)

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Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn September 22, 2023)

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Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn September 22, 2023)

I, Matthew A. Doheny, of the Village of Alexandria Bay, in the State of New York, United States of America, **MAKE OATH AND SAY**:

I. INTRODUCTION AND OVERVIEW

1. I am the Chief Restructuring Officer of Yellow Corporation (the "**Yellow Parent**"). I was appointed as the Chief Restructuring Officer by the Board of Directors of the Yellow Parent (the "**Board**") on July 19, 2023. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records of YRC Freight Canada Company ("**YRC Freight Canada**"), YRC Logistics Inc. ("**YRC Logistics**"), USF Holland International Sales Corporation ("**USF**") and 1105481 Ontario Inc. ("**1105481**", and collectively with YRC Freight Canada, YRC Logistics and USF, the "**Canadian Debtors**"), and the other Debtors (as defined below). Prior to becoming the Chief Restructuring Officer, I was a member of the Board

beginning in 2011 and served as Chairman of the Board from 2019 until July 31, 2023, when I resigned from the Board. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources I have stated the source of that information and believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. On August 6, 2023 (the "**Petition Date**"), the Yellow Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), commenced cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**").

3. On August 8, 2023, the Yellow Parent, in its capacity as the proposed foreign representative in respect of the Chapter 11 Cases, brought an application before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and Section 106 of the *Courts of Justice Act*, RSO 1990, c C.43, and obtained an interim stay order, among other things, granting a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada.

4. Following a hearing on August 9, 2023, in respect of the first day motions filed by the Debtors in the U.S. Bankruptcy Court (the "**First Day Hearing**"), the U.S. Bankruptcy Court granted certain first day orders ("**First Day Orders**"), including an order appointing the Yellow Parent as the foreign representative in respect of the Chapter 11 Cases (the "**Foreign Representative**").

5. On August, 18, 2023, the U.S. Bankruptcy Court granted an Order approving a DIP financing term sheet (the "**DIP Term Sheet**") entered into by, among others, each of the Debtors, MFN Partners, L.P. (in such capacity, the "**Junior DIP Lender**"), and Citadel Credit Master LLC (in such capacity, the "**Postpetition B-2 Lender**"), and the financing contemplated thereby (the "**DIP Financing**"), on an interim basis (the "**Interim DIP Order**"). The motion in respect of the Interim DIP Order (the "**DIP Motion**") had been initially scheduled to be heard at the First Day Hearing on August 9, 2023, however, in advance of the First Day Hearing, the Debtors received two unsolicited proposals for alterative DIP financing (in addition to the DIP financing the Debtors had negotiated in connection with the commencement of the Chapter 11 Cases), and the Debtors determined to adjourn the hearing of the DIP Motion to allow additional time to explore such alterative DIP financing proposals. The Debtors worked diligently in the period that followed the First Day Hearing to advance and negotiate improved DIP financing terms, and ultimately entered into the DIP Term Sheet providing for the DIP Financing of up to $212.5 million (as described further below).

6. In addition, in the period following the First Day Hearing, the U.S. Bankruptcy Court also entered certain additional First Day Orders and certain second interim orders, as further discussed in the Supplemental Affidavit (as defined below).

7. On August 29, 2023, the Yellow Parent, as the Foreign Representative, returned to this Court for recognition of the Chapter 11 Cases under Part IV of the CCAA and obtained:

(a) an Initial Recognition Order (Foreign Main Proceeding) (the "**Initial Recognition Order**"), among other things, recognizing the Chapter 11 Cases as a "foreign main proceeding" pursuant to section 45 of the CCAA; and

(b) a Supplemental Order (Foreign Main Proceeding) (the "**First Supplemental Order**"), among other things, (i) ordering a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada, (ii) appointing Alvarez & Marsal Canada Inc. as information officer (in such capacity, the "**Information Officer**"), (iii) recognizing certain of the First Day Orders and second interim orders issued by the U.S. Bankruptcy Court, and (iv) granting the Administration Charge, the D&O Charge and the DIP Charge (all as defined in and further described in the Supplemental Affidavit).

8. Copies of the Initial Recognition Order and the First Supplemental Order (without schedules) are attached hereto as Exhibits "A" and "B", respectively.

9. The Debtors have now also sought and obtained from the U.S. Bankruptcy Court final versions of the various interim orders that had been granted by the U.S. Bankruptcy Court at or following the First Day Hearing, as well as certain additional orders discussed further below. This affidavit is filed in support of a motion made by the Foreign Representative for an Order (the "**Second Supplemental Order**") recognizing and enforcing in Canada certain of such orders (collectively, the "**U.S. Orders**"), as discussed further below.

10. Capitalized terms used and not otherwise defined herein have the meanings given to them in my initial affidavit sworn August 7, 2023 (the "**Initial Affidavit**") or my supplemental affidavit sworn August 24, 2023 (the "**Supplemental Affidavit**"), copies of which (without exhibits) are attached hereto as Exhibits "C" and "D", respectively. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to United States Dollars.

II. STATUS OF THE CHAPTER 11 CASES

11. Since the U.S. Bankruptcy Court granted the Interim DIP Order, the Debtors have, among other things, worked to finalize the definitive documentation contemplated by the DIP Term Sheet. To that end, the Yellow Parent and the Debtors that are guarantors pursuant to the DIP Financing (including the Canadian Debtors) entered into the following agreements on September 6, 2023:

(a) Junior Secured Super-Priority Debtor-in-Possession Credit Agreement by and among the Yellow Parent, as borrower, the guarantors party thereto (including the Canadian Debtors), Alter Domus Products Corp. ("**Alter Domus**"), as administrative agent and collateral agent, and the Junior DIP Lender (the "**Junior DIP Credit Agreement**"); and

(b) Amendment No. 4 to the B-2 Term Loan Agreement by and among the Yellow Parent, as borrower, the guarantors party thereto (including the Canadian Debtors), Alter Domus, as administrative agent and collateral agent, and the Postpetition B-2 Lender (the "**B-2 Amendment**" and the B-2 Term Loan Agreement, as amended by the B-2 Amendment, the "**Postpetition B-2 Credit Agreement**", and together with the Junior DIP Credit Agreement, the "**DIP Agreements**").

12. Pursuant to the Interim DIP Order and the DIP Term Sheet, following the entry of the Interim DIP Order, funding of approximately $17.9 million under the Junior DIP Facility and approximately $42.1 million under the Postpetition B-2 Facility (collectively, the "**First Draw**") was advanced to the Debtors during the week ending August 25, 2023, and the second draw of approximately $11.2 million under the Junior DIP Facility and approximately $26.3 million under

the Postpetition B-2 Facility (collectively, the "**Second Draw**") was advanced to the Debtors during the week ending September 8, 2023.

13. In addition, as contemplated by the DIP Term Sheet, the Debtors also worked to finalize the Bidding Procedures (as defined below) pursuant to which the Debtors will seek bids for the sale or sales of substantially all of their assets, which Bidding Procedures were approved by the U.S. Bankruptcy Court pursuant to the Bidding Procedures Order (as defined and further discussed below).

14. The Debtors have also worked to finalize a stalking horse bid in respect of their owned real property assets. As discussed further below, the Debtors, with the assistance of their advisors, continued negotiations with both Old Dominion Freight Line, Inc. ("**Old Dominion**") and Estes Express Lines ("**Estes**"), as well as another third-party, regarding potential stalking horse bids for all of the Debtors' Owned Real Properties (as defined below). The Debtors, with the assistance of their advisors, ultimately selected Estes' proposal (the "**Real Estate Stalking Horse Bid**" and Estes as the "**Real Estate Stalking Horse Bidder**") and worked diligently with Estes and its advisors to negotiate and finalize a definitive asset purchase agreement (the "**Real Estate Stalking Horse APA**"), which was entered into on September 12, 2023. As discussed further below, the U.S. Bankruptcy Court approved Estes as the Real Estate Stalking Horse Bidder pursuant to the Real Estate Stalking Horse Order (as defined below) on September 21, 2023.

15. A meeting of the Debtors' creditors was held on September 14, 2023, in accordance with section 341 of the U.S. Bankruptcy Code.

16. A hearing of the U.S. Bankruptcy Court was held on September 15, 2023 before the Honourable Judge Goldblatt (the "**Final First Day Hearing**") at which the Debtors sought (i) final versions of the various interim orders that had been granted by the U.S. Bankruptcy Court at or following the First Day Hearing, and (ii) certain additional orders (discussed further below). All of the orders sought were ultimately filed under certification of counsel in advance of the Final First Day Hearing, and all requested orders were granted by the U.S. Bankruptcy Court either in advance of the hearing or during the hearing. The U.S. Orders for which the Foreign Representative seeks recognition in Canada pursuant to the Second Supplemental Order are described in further detail in Section IV of this affidavit.

17. The Debtors and their advisors are continuing to advance steps relating to the wind-down of their business operations and their overall sale efforts to maximize value for stakeholders.

III. UPDATE ON THE CANADIAN DEBTORS

A. Update on Recognition Proceedings

18. Since this Court granted the Initial Recognition Order and the First Supplemental Order, the Foreign Representative, with the assistance of the Information Officer, caused a notice of these proceedings to be published in *The Globe and Mail* (National Edition) in accordance with the Initial Recognition Order on September 1 and September 8, 2023.

19. In addition, the Information Officer has established a website for these recognition proceedings (https://www.alvarezandmarsal.com/YRCFreightCanada) to post court documents filed in these recognition proceedings and certain other key relevant information. The Information Officer's case website also includes, among other things, information on hearing dates in the

Chapter 11 Cases, as well as information regarding the Bar Date Order (as defined below) and links to the Bar Date Order, the Bar Date Notice (as defined below) and the proof of claim form. The Information Officer's website also indicates that further information regarding the Chapter 11 Cases is available at the website maintained by Epiq Bankruptcy Solutions LLC ("**Epiq**") as the Debtors' claims and noticing agent (https://dm.epiq11.com/case/yellowcorporation/info).

B. Wind-Down of the Canadian Business

20. Since the granting of the Initial Recognition Order and the First Supplemental Order, the Canadian Debtors, with the assistance of their advisors, have continued to work in good faith and with due diligence to advance an orderly wind-down of their business operations.

21. Among other things, YRC Freight Canada has been working towards exiting its 13 leased locations and to wind-down operations at its three owned locations. To date, three of YRC Freight Canada's leased locations have been exited as part of the Canadian Debtors' wind-down efforts. (In addition, one of the U.S. Debtors, YRC Inc., has exited one of its leased locations located in Ontario.) Each of the leases for these locations have been rejected pursuant to the Omnibus Rejection Order (as defined and discussed further below).

22. The Debtors are also working to clear any remaining shipments in Canada, and such efforts remain ongoing.

C. Canadian Employee Matters

23. As discussed in the Initial Affidavit and the Supplemental Affidavit, all of YRC Freight Canada's unionized employees were placed on lay-off prior to the Petition Date and all but

approximately 65 non-unionized employees were terminated. The approximately 65 non-unionized employees remained in order to assist with wind-down matters.

24. Since the Petition Date, approximately 45 of the remaining non-unionized Canadian employees have been terminated or have received notice of termination. At this time, approximately 20 employees continue to be employed to assist with further remaining wind-down efforts of the Canadian Debtors.

25. As discussed in the Supplemental Affidavit, the Interim DIP Order contained a restriction on the Debtors making payments in respect of accrued paid time off obligations on account of employees terminated prior to the Petition Date until all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims, obligations and liens granted to the DIP Secured Parties, the Prepetition Secured Parties, and the Prepetition UST Secured Parties under the Interim DIP Order and the Interim UST Cash Collateral Order (inclusive of the UST Adequate Protection Obligations and the Prepetition UST Secured Obligations) (collectively, the "**Pre and Post Petition Secured Debt Obligations**"), have been indefeasibly paid in full in cash. With respect to the Canadian Debtors, the aggregate accrued vacation pay obligations on account of employees terminated or laid off prior to the Petition Date totaled approximately $2.45 million as of July 24, 2023. As discussed further below, this restriction is also incorporated into the Final DIP Order and the Final Wages Order (each as defined below).

26. I am advised by Robert J. Chadwick of Goodmans LLP, Canadian counsel to the Debtors, that counsel to certain Canadian union locals (collectively, "**Union Counsel**") expressed concerns at the hearing for the Initial Recognition Order and First Supplemental Order with respect to the foregoing requirement of the Interim DIP Order. I understand that Goodmans LLP, along with the

Information Officer and its counsel, have engaged in discussions with Union Counsel to work to resolve such concerns.

IV. RECOGNITION OF U.S. ORDERS

A. Recognition of Final Versions of Interim Orders Recognized by the First Supplemental Order

27. Pursuant to the proposed Second Supplemental Order, the Foreign Representative seeks recognition by this Court of the following U.S. Orders that have been entered by the U.S. Bankruptcy Court, each of which are final versions of interim orders granted by the U.S. Bankruptcy Court and recognized by this Court pursuant to the First Supplemental Order:

(a) *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "**Final DIP Order**");

(b) *Final UST Cash Collateral and Adequate Protection Order (I) Authorizing the Debtors to Use UST Cash Collateral and All Other Prepetition UST Collateral, (II) Granting Adequate Protection, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "**Final UST Cash Collateral Order**");

(c) *Final Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management Systems, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions and (II) Granting Related Relief* (the "**Final Cash Management Order**");

(d) *Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* (the "**Final Wages Order**");

(e) *Final Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, Lien Claimants, and Foreign Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the "**Final Critical Vendors Order**");

(f) *Final Order (A)(I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (B) Granting Related Relief* (the "**Final Utilities Order**");

(g) *Final Order (I) Authorizing the Debtors to (A) Maintain Insurance Coverage Entered Into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (II) Approving Continuation of the Surety Bond Program, and (III) Granting Related Relief* (the "**Final Insurance and Surety Bond Order**");

(h) *Final Order (I) Authorizing the Payment of Certain Prepetition and Postpetition Taxes and Fees and (II) Granting Related Relief* (the "**Final Taxes Order**");

(i) *Final Order (I) Authorizing the Debtors to Consent to Limited Relief From the Automatic Stay to Permit Setoff of Certain Customer Claims Against the Debtors, and (II) Granting Related Relief* (the "**Final Customer Collections Order**");

(j) *Final Order (I) Authorizing the Debtors to (A) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (B) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (C) Serve Certain Parties in Interest by Email, (D) Approve the Form and Manner of Service of the Notice of Commencement, and (E) Redact Certain Personally Identifiable Information of Natural Persons, (II) Waiving the Requirement to File a List of Equity Security Holders, and (III) Granting Related Relief* (the "**Final Creditor Matrix Order**"); and

(k) *Final Order (I) Approving Notification and Hearing Procedures for Certain Transfers of Common Stock and (II) Granting Related Relief* (the "**Final Equity Trading Procedures Order**").

(i) *Final DIP Order*[1]

28. The Final DIP Order, a copy of which is attached as Exhibit "E" hereto, approving the DIP Facilities (as defined below) on a final basis was granted by the U.S. Bankruptcy Court on September 15, 2023.

[1] Capitalized terms used in this section and not otherwise defined have the meanings given to them in the Final DIP Order.

29. As described in the Initial Affidavit and the Supplemental Affidavit, the Debtors require the DIP Financing to preserve the value of their assets, execute a comprehensive and efficient sale process, wind-down their affairs, and pay remaining employees for their work during this period.

30. A detailed summary of the DIP Financing is set out at paragraph 54 of the Supplemental Affidavit. As described in the Supplemental Affidavit, the DIP Financing consists of the following:

(a) a junior secured, superpriority debtor-in-possession multi-draw term loan facility (the "**Junior DIP Facility**") consisting of new money term loans in an aggregate commitment amount of $42.5 million;

(b) a senior secured, superpriority debtor-in-possession multi-draw term loan facility (the "**Postpetition B-2 Facility**") in an aggregate commitment amount of $100 million; and

(c) additional financing of up to $70 million to be made available by the Junior DIP Lender, at the Debtors' request following the final draws under the Junior DIP Facility and the Postpetition B-2 Facility, which additional financing would be provided junior to all of the Debtors' existing prepetition secured debt (the "**Additional Junior DIP Facility**", and collectively with the Junior DIP Facility and the Postpetition B-2 Facility, the "**DIP Facilities**").

31. The terms of the DIP Facilities are further described in the Junior DIP Credit Agreement and the Postpetition B-2 Credit Agreement, each of which are attached as exhibits to the Final DIP Order. In addition, attached as Schedule 2 to the Final DIP Order is a summary setting out for

reference the various liens on the Debtors' various categories of collateral securing the DIP Financing and the Debtors' prepetition secured debt obligations and their respective priorities.

32. The Postpetition B-2 Facility and the Junior DIP Facility are available in three tranches, in each case allocated ratably between the Junior DIP Facility and the Postpetition B-2 Facility. As noted above, the First Draw of $60 million in the aggregate and the Second Draw of $37.5 million in the aggregate were advanced to the Debtors during the weeks ending August 25 and September 8, 2023, respectively. Pursuant to the terms of the DIP Agreements, the third draw of approximately $45 million in the aggregate (the "**Third Draw**") is available to the Debtors following the U.S. Bankruptcy Court's granting of the Final DIP Order, and the Additional Junior DIP Facility is available to the Debtors following the Third Draw, in each case subject to the terms and conditions of the DIP Agreements.

33. I understand that the Final DIP Order includes substantially the same material terms as the Interim DIP Order. Among other things, as noted above, the Final DIP Order contains the same provision contained in the Interim DIP Order that the Debtors are not permitted to make payments in respect of accrued paid time off obligations on account of employees terminated prior to the Petition Date until all Pre and Post Petition Secured Debt Obligations have been indefeasibly paid in full in cash.

34. Each of the Junior DIP Credit Agreement and the Postpetition B-2 Credit Agreement require the Foreign Representative to obtain recognition of the Final DIP Order by this Court within 15 days of the Final DIP Order being entered by the U.S. Bankruptcy Court.

35. Recognition of the Final DIP Order in Canada will enable the Debtors to finance the Chapter 11 Cases and these recognition proceedings, and the Debtors' overall efforts to wind-down their business operations and pursue the sale process contemplated by the Bidding Procedures (discussed further below). The failure to obtain recognition in Canada of the Final DIP Order would constitute an event of default under the DIP Agreements that would negatively impact the Debtors' ability to advance wind-down and sale efforts, thereby harming the value of the Debtors' estates to the detriment of all stakeholders. Accordingly, this Court's recognition of the Final DIP Order is required to facilitate the Debtors' wind-down and sale efforts.

(ii) Final Wages Order[2]

36. On September 8, 2023, the U.S. Bankruptcy Court entered the Third Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief (the "**Third Interim Wages Order**"). I understand that the Third Interim Wages Order includes substantially the same material terms as the Second Interim Wages Order (which was described in the Supplemental Affidavit at paragraphs 70 to 77), provided that certain amendments were made to provide that the Debtors are authorized to (a) pay or remit certain amounts on account of U.S. Severance Programs and Canadian Termination Obligations with respect to non-insider Employees terminated after the Petition Date, (b) pay certain amounts on account of earned but unused PTO accrued prior to and after the Petition Date with respect to non-insider Employees terminated after the Petition Date, and (c) remit certain amounts on account of the Withholding

[2] Capitalized terms used in this section and not otherwise defined have the meanings given to them in the Wages Motion.

and Deduction Obligations for prepetition amounts withheld from Employees and Former Employees wages related to the cancelled employee stock purchase plan.

37. On September 13, 2023, the U.S. Bankruptcy Court entered the Final Wages Order, a copy which is attached as Exhibit "F" hereto.

38. I understand that the Final Wages Order includes substantially the same material terms as the Second Interim Wages Order, except that:

(a) the limit of the Interim Wages Amount of $24,510,000 no longer applies to the authorization for the Debtors to pay and honour prepetition amounts outstanding under or related to the Compensation and Benefit Programs in the ordinary course, and

(b) consistent with the Final DIP Order, the Final Wages Order provides that the Debtors are not authorized thereunder to make any cash-out payments to Former Employees or named executive officers on account of PTO, provided that upon the payment in full of the Debtors' secured debt obligations, nothing in the Final Wages Order shall prejudice the Debtors' ability to seek approval for authority to make any cash-out payments to Former Employees and/or named executive officers on account of earned but unused PTO by separate motion at a later time.

(iii) *Other First Day Final Orders*

39. Copies of the (i) Final UST Cash Collateral Order, (ii) Final Cash Management Order, (iii) Final Critical Vendors Order, (iv) Final Utilities Order, (v) Final Insurance and Surety Bond

Order, (vi) Final Taxes Order, (vii) Final Customer Collections Order, (viii) Final Creditor Matrix Order, and (ix) Final Equity Trading Procedures Order are attached as Exhibits "G" to "O" hereto.

40. These final orders were entered by the U.S. Bankruptcy Court over the course of September 13-15, 2023. The corresponding interim orders are summarized in the Supplemental Affidavit at paragraphs 62 to 70 and 78 to 96. I understand that each of these final orders is substantially similar to the corresponding interim orders recognized by this Court pursuant to the First Supplemental Order.

B. Recognition of Additional U.S. Orders

41. Pursuant to the proposed Second Supplemental Order, the Foreign Representative also seeks recognition by this Court of the following U.S. Orders, each of which is described in more detail below:

(a) *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, and (IV) Approving Form and Manner of Notice Thereof* (the "**Bar Date Order**");

(b) *Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases Effective as of Dates Specified Herein and (B) Abandonment of Certain Personal Property, if any, and (II) Granting Related Relief* (the "**Omnibus Rejection Order**");

(c) *Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the "**Rejection Procedures Order**"); and

(d) *Order (I) Authorizing and Approving Procedures For (A) The Use, Sale, Transfer, or Abandonment of De Minimis Assets Free and Clear of Liens, Claims, Interests, and Encumbrances Without Further Order of Court, and (B) The Acquisition of De Minimis Assets; (II) Authorizing Payment of Related Fees and Expenses; and (III) Granting Related Relief* (the "**De Minimis Assets Order**");

(e) *Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors' Assets; (B) Scheduling Auctions and Approving the Form and Manner of Notice Thereof; (C) Approving Assumption and Assignment Procedures, (D) Scheduling Sale Hearings and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* (the "**Bidding Procedures Order**"); and

(f) *Order (I) Approving the Debtors' Selection of a Real Estate Stalking Horse Bidder, (II) Approving Bid Protections in Connection Therewith, and (III) Granting Related Relief* (the "**Real Estate Stalking Horse Order**").

(i) *The Bar Date Order*[3]

42. The U.S. Bankruptcy Court entered the Bar Date Order on September 13, 2023. A copy of the Bar Date Order is attached as Exhibit "P" hereto.

43. The Bar Date Order, among other things:

(a) establishes the following bar dates (the "**Bar Dates**"):

(i) November 13, 2023 at 11:59 p.m. (prevailing Eastern Time) as the General Bar Date. The General Bar Date is the date and time by which all entities, other than governmental units holding prepetition claims, must file proofs of claim based on prepetition claims;

(ii) February 5, 2024 at 11:59 p.m. (prevailing Eastern Time) as the Governmental Bar Date. The Governmental Bar Date applies to all governmental units holding claims against the Debtors (whether secured, unsecured priority, or unsecured non-priority) that arose before the Petition

[3] Capitalized terms used in this section and not otherwise defined have the meanings given to them in the Bar Date Order.

Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods, or prepetition transactions to which the Debtors were a party;

(iii) for creditors affected by the Debtors amending or supplementing the Schedules to reduce the undisputed, noncontingent, and liquidated amount of a claim listed in the Schedules, to change the nature or classification of a claim against the Debtors reflected in the Schedules, or to add a new claim to the Schedules, the Amended Schedules Bar Date of the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 11:59 p.m. (prevailing Eastern Time) on the date that is 21 days from the date on which the Debtors provide notice of an amendment; and

(iv) for entities asserting claims arising from the rejection of executory contracts and unexpired leases of the Debtors, the Rejection Damages Bar Date of the later of (i) the General Bar Date, (ii) 11:59 p.m. (prevailing Eastern Time) on the date that is 30 days after the later of (A) entry of an order approving the rejection of any executory contract or unexpired lease of the Debtors or (B) the effective date of a rejection of any executory contract or unexpired lease of the Debtors pursuant to operation of any Court order;

(b) approves the proposed proof of claim form;

(c) approves proposed form and manner of bar date notice (the "**Bar Date Notice**"); and

(d) approves the proposed form and manner of publication notice (the "**Publication Notice**").

44. The Bar Date Order provides for the following entities holding claims against the Debtors arising before the Petition Date as being required to file proofs of claim on or before the applicable Bar Date:

(a) any entity whose claim against a Debtor is not listed in the applicable Debtor's Schedules or is listed as contingent, unliquidated, or disputed;

(b) any entity that believes that its claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its claim allowed in a classification or amount other than that identified in the Schedules;

(c) any entity that believes that its prepetition claims as listed in the Schedules is not an obligation of the specific Debtor against which the claim is listed and that desires to have its claim allowed against a Debtor other than that identified in the Schedules; and

(d) any entity that believes that its claim against a Debtor is or may be an administrative expense in connection with the delivery of goods in the 20 days before the Petition Date pursuant to the U.S. Bankruptcy Code.

45. The Bar Date Order provides that certain entities are exempted from the Bar Dates and need not file proofs of claim, including, among others: (a) any entity that already has filed a signed proof of claim against the respective Debtor(s) with the Clerk of the U.S. Bankruptcy Court or

with Epiq in a form substantially similar to Official Form 410; (b) any entity whose claim is listed on the Schedules if the claim is not scheduled as any of "disputed," "contingent," or "unliquidated," such entity agrees with the amount, nature, and priority of the claim as set forth in the Schedules, and such entity does not dispute that its claim is an obligation only of the specific Debtor against which the claim is listed in the Schedules; (c) any entity whose claim has previously been allowed by order of the U.S. Bankruptcy Court; (d) any entity whose claim has been paid in full or is otherwise fully satisfied by the Debtors pursuant to the U.S. Bankruptcy Code or pursuant to an order of the U.S. Bankruptcy Court; (e) any Debtor having a claim against another Debtor; (f) any entity that holds an interest in any of the Debtors, which interest is based exclusively on the ownership of common stock, preferred stock, membership interests, partnership interests, or rights to purchase, sell, or subscribe to such an interest; (g) a current employee of the Debtors, if an order of this Court authorized the Debtors to honor such claim in the ordinary course of business as a wage, commission, or benefit; and (h) any person or entity that is exempt from filing a Proof of Claim pursuant to an order of the U.S. Bankruptcy Court in the Chapter 11 Cases.

46. Pursuant to the Bar Date Order, the Debtors shall (a) mail notice of the General Bar Date (or the Governmental Bar Date, as applicable) to their known creditors at the last known mailing address for each such creditor, (b) cause the Bar Date Notice and the Proof of Claim Form (the "**Bar Date Package**") to be mailed via first class mail to certain specific creditors and stakeholders, and (c) cause the Publication Notice to be published on one occasion in *USA Today* and *Transport Topics,* on or before twenty-one days before the General Bar Date. The Debtors are also authorized to publish the Bar Date Notice at such times and in such local publications of general circulation in certain areas where the Debtors have conducted operations, as the Debtors shall determine in their sole discretion.

47. The Bar Date Order provides that any entity who is required, but fails, to file a proof of claim pursuant to the Bar Date Order on or before the applicable Bar Date shall be prohibited from voting to accept or reject any chapter 11 plan filed in the Chapter 11 Cases, participating in any distribution in the Chapter 11 Cases on account of such claim, or receiving further notices regarding such claim.

48. The Debtors and their counsel have coordinated with the Information Officer and its counsel to have the Bar Date Package posted on the website maintained by the Information Officer for these recognition proceedings.

(ii) *Omnibus Rejection Order*

49. On September 14, 2023, the U.S. Bankruptcy Court entered the Omnibus Rejection Order, a copy of which is attached as Exhibit "Q" hereto.

50. The Omnibus Rejection Order, among other things, authorizes the Debtors to (i) reject certain executory contracts set forth on a schedule thereto (the "**Rejected Contracts**") effective as of a specific rejection date, (ii) reject certain unexpired leases (the "**Rejected Leases**") effective as of the earlier of (x) August 31, 2023 or (y) the date the Debtors have surrendered the applicable premises (the "**Premises**") to the landlord, and (iii) and abandon certain equipment, fixtures, furniture, or other personal property ("**Personal Property**") that may be located at the Premises.

51. The Debtors have determined in their business judgment that the costs incurred under the Rejected Contracts and Rejected Leases constitute an unnecessary drain on the Debtors' limited resources and/or more cost-efficient alternatives exist. Accordingly, the Debtors sought and obtained authorization pursuant to the Omnibus Rejection Order to reject the Rejected Contracts

(which primarily consist of, among others, IT license agreements, supply agreements, staffing services agreements, and other operational-related agreements that the Debtors have determined are no longer needed in connection with their postpetition wind-down and sale objectives) and the Rejected Leases (which consist of terminal leases, office space leases, and parking lot leases that the Debtors no longer require on a postpetition basis).

52. The Rejected Leases include three Canadian leases in respect of which YRC Freight Canada is the tenant, and one Canadian lease in respect of which one of the U.S. Debtors, YRC Inc., is a tenant. These four Canadian leases have been surrendered. In addition to the Debtors causing service of the Debtors' motion for the Omnibus Rejection Order on the applicable parties, the Debtors also separately contacted each applicable landlord of the foregoing leases to advise of the proposed rejection pursuant to the Omnibus Rejection Order.

53. To the extent that any Personal Property is located at the Premises, the Debtors have evaluated such remaining Personal Property to determine whether it is of inconsequential value or the cost of removing and storing the Personal Property for future use, marketing or sale exceeds its value to the Debtors' estates. Because the Debtors plan to shut down or have already shut down all operations at the Premises, the Personal Property, if any, will no longer be necessary for the administration of the Debtors' estates. Accordingly, to reduce postpetition administrative costs, the Debtors determined that the abandonment of Personal Property that may be located at each of the Premises, if any, is appropriate and in the best interests of the Debtors, their estates, and their creditors.

(iii) Rejection Procedures Order

54. On September 14, 2023, the U.S. Bankruptcy Court entered the Rejection Procedures Order, a copy of which is attached as Exhibit "R" hereto.

55. The Rejection Procedures Order, among other things, authorizes and approves procedures for rejecting executory contracts and unexpired leases, and also provides the Debtors with the authority to remove or abandon their Personal Property that may be located on, or may have been installed in, leased premises that are subject to a rejected contract on or before the effective date of any proposed rejection.

56. The Debtors are party to a substantial number of contracts. Although the Debtors are in the process of evaluating their contracts to determine whether such contracts will provide benefits to the Debtors on a go-forward basis, in light of the Debtors' objective to wind-down their businesses and effectuate asset sales for their real property and rolling stock portfolios, the Debtors anticipate that they will reject a large number of executory contracts during the Chapter 11 Cases. Accordingly, the Debtors sought and obtained the Rejection Procedures Order in order to avoid having to file separate motions to reject contracts, which would result in substantial costs and administrative burdens on the Debtors' estates.

57. The Rejection Procedures Order, among other things, authorize and approve the following procedures with respect to the rejection of contracts:

(a) The Debtors shall file one or more notices, substantially in the form attached as Exhibit 1 to the Rejection Procedures Order (each, a "**Rejection Notice**"), to reject a contract or contracts, which Rejection Notice(s) shall set forth certain prescribed

information, including, among other things, the contract or contracts to be rejected, the Debtor or Debtors party to such contract, the names and addresses of the counterparties to such contract, the proposed effective date of the rejection, and if such contract is a lease related to real property and/or improvements on real property, the location and summary description of any personal property owned by the Debtors to be abandoned that is located on or within the real property and/or improvements (if any), and the location and summary description of any personal property that is owned by any non-Debtor third party and located on or within the real property and/or improvements (the "**Non-Debtor Personal Property**");

(b) The Debtors will cause each Rejection Notice to be served: (i) via email, if available, and by overnight delivery service upon (x) the contract counterparties affected by such Rejection Notice, and (y) any non-Debtor third party that owns Non-Debtor Personal Property located on or within the real property and/or improvements that are being rejected; and (ii) the Master Notice Parties (as defined in the Rejection Procedures Order);

(c) Parties objecting to a proposed rejection must file and serve a written objection so that such objection is filed with the U.S. Bankruptcy Court on the docket of the Chapter 11 Cases and actually received by the Objection Service Parties (as defined in the Rejection Procedures Order) no later than 14 calendar days after the date the Debtors file and serve the relevant Rejection Notice; and

(d) If no objection to the rejection of any contract is timely filed, each contract listed in the applicable Rejection Notice shall be rejected as of the rejection date set forth

in the Rejection Notice or such other date as the Debtors and the counterparty or counterparties to such contract(s) agree; provided that the effective date of a rejection of a non-residential real property lease shall not occur until the later of (i) the date the Debtors file and serve a Rejection Notice for such lease, (ii) the rejection date set forth in the Rejection Notice, and (iii) the date the Debtors relinquish control of the premises.

(iv) *De Minimis Assets Order*

58. On September 14, 2023, the U.S. Bankruptcy Court entered the De Minimis Assets Order, a copy of which is attached as Exhibit "S" hereto.

59. The De Minimis Assets Order authorizes the Debtors to, among other things, (a) use, sell, or transfer certain assets, collections of assets, or business lines, including any rights or interests therein (collectively, the "**De Minimis Assets**") outside of the ordinary course of business in any individual transaction or series of related transactions to a single buyer or group of related buyers with an aggregate sale price equal to or less than $5 million, free and clear of all liens, claims, interests, and encumbrances (collectively, the "**Liens**"), without the need for further court approval, and with Liens attaching to the proceeds of such use, sale, or transfer with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to the use, sale, or transfer, and (b) abandon a De Minimis Asset to the extent the cost of continuing to maintain, relocate, and/or store such De Minimis Asset outweighs any potential recovery from a future sale.

60. The De Minimis Assets Order specifies that De Minimis Assets shall not include, without the prior approval of the UCC, the Junior DIP Lender, the B-2 Lenders, the Prepetition ABL Agent,

and the U.S. Treasury, any owned or leased real estate or any owned or leased Rolling Stock. However, the De Minimis Assets may include damaged or obsolete Rolling Stock that is to be sold as scrap and that Rolling Stock does not include accessories (including superstructures and racks), fork lifts, pallet jacks, dollies, or other such equipment.

61. The proposed Second Supplemental Order grants recognition of the De Minimis Assets Order and authorizes the Canadian Debtors to deal with their property in accordance with the De Minimis Assets Order notwithstanding paragraph 5 of the Initial Recognition Order, provided that a Canadian Debtor shall provide written notice to the Information Officer at least seven days' prior to taking any action with respect to its property pursuant to the De Minimis Assets Order.

(v) Bidding Procedures Order[4]

62. A copy of the Debtors' motion for approval of the Bidding Procedures Order, which was originally filed on August 7, 2023 (the "**Bidding Procedures Motion**"), is attached as Exhibit "T" hereto. In addition, a copy of the declaration sworn in support of the Bidding Procedures Motion by Cody Leung Kaldenberg (the "**Kaldenberg Bidding Procedures Declaration**"), a founding member of and partner at Ducera Partners LLC ("**Ducera**"), the Debtors' investment banker, is attached as Exhibit "U" hereto.

63. As described in the Kaldenberg Bidding Procedures Declaration, on July 21, 2023, prior to commencing the Chapter 11 Cases, the Debtors, with the assistance of Ducera, commenced a process to market the Debtors' assets, including the Debtors' Real Property Assets and Rolling

[4] Capitalized terms used in this section and not otherwise defined have the meanings given to them in the Bidding Procedures Order.

Stock (each as defined below), among other assets. As part of this process, Ducera contacted over 500 interested parties that were considered likely participants in a sale process of the Debtors' assets and provided such parties with the marketing materials.

64. In parallel with this marketing process, Ducera worked with the Debtors and their other advisors to develop the Bidding Procedures to maximize the value of the Debtors' estates in the Chapter 11 Cases. The Debtors filed revised versions of the Bidding Procedures Order on September 11 and 14, 2023. As stated in the Kaldenberg Bidding Procedures Declaration, the revised Bidding Procedures Order (and the revised Bidding Procedures attached thereto) were developed following several weeks of marketing the Debtors' assets and holding discussions with interested parties.

65. On September 15, 2023, in advance of the Final First Day Hearing, the Debtors filed a further revised form of the Bidding Procedures Order under certification of counsel, and the U.S. Bankruptcy Court entered the Bidding Procedures Order. A copy of the Bidding Procedures Order is attached as Exhibit "V" hereto.

66. The Bidding Procedures Order, among other things:

(a) authorizes and approves the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order (the "**Bidding Procedures**"), which set forth the process by which the Debtors are authorized to conduct a marketing and sale process for the sale or sales (each, a "**Sale**") of all or substantially all of the Debtors' assets, through one or more transactions (each, a "**Sale Transaction**"). The Bidding Procedures, which are described in further detail in the Kaldenberg Bidding Procedures

Declaration, are designed to permit a fair, efficient, competitive, and value-maximizing auction process for the Debtors' assets, and contemplate the Sale or Sales of the following assets of the Debtors:

(i) any owned or leased vehicles, tractors, trucks, trailers, tank trailer and other trailers, or similar vehicles and trailers, railroad cars, locomotives, stacktrains and other rolling stock and accessories used on such railroad cars, locomotives or other rolling stock (including superstructures and racks) (collectively, the "**Rolling Stock**");

(ii) any owned or leased real estate of the Debtors (the "**Real Property Assets**");

(iii) any owned or licensed intellectual property, including any customer lists, trademarks, copyrights, domain names, or other similar intellectual property (the "**Intellectual Property**"); and

(iv) any inventory, spare parts, supplies, accounts receivable, or other assets not constituting Rolling Stock, Real Property Assets, or Intellectual Property (collectively, the "**Other Assets**" and together with the with the Real Property Assets and the Intellectual Property, the "**Non-Rolling Stock Asset**s");

(b) authorizes the Debtors to select one or more Qualified Bidders to act as stalking horse bidders in connection with any Sale Transaction (each, a "**Stalking Horse Bidder**") and enter into a purchase agreement with respect to any such Sale

Transaction with such Stalking Horse Bidder (each such agreement, a "**Stalking Horse Agreement**");

(c) in connection with any Stalking Horse Agreement, authorizes the Debtors to agree to the Bid Protections, provided that, among other things, the aggregate of the Breakup Fee and the total Expense Reimbursements shall in no event exceed three percent of the applicable cash Purchase Price;

(d) approves the Auction Notice with respect to any Auction which may be held under the Bidding Procedures and orders that within three business days of entry of the Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors shall, among other things, place a publication version of the Auction Notice for one day in *The Globe and Mail* and post it onto the Debtors' restructuring webpage. The Debtors anticipate that the Auction Notice will be published in *The Globe and Mail* in the September 22, 2023 edition; and

(e) authorizes the Assumption and Assignment Procedures by which the Debtors will notify any counterparties to executory contracts and unexpired leases with the Debtors (the "**Contracts**") of proposed cure amounts in the event the Debtors determine to assume and assign such Contracts in connection with any Sale Transaction.

67. In the event that the Debtors select a Stalking Horse Bidder (or Stalking Horse Bidders), the Debtors shall file a supplement to the Bidding Procedures Motion seeking approval of same,

except that the Debtors are seeking approval of the Real Estate Stalking Horse Bidder and the Real Estate Stalking Horse APA pursuant to a separate motion and order (as discussed below).

68. Pursuant to the Bidding Procedures, no person or entity participating in the sale process under the Bidding Procedures will be entitled to any expense reimbursement, break-up fees, "topping" fees, termination fees, or other fees, payments, or reimbursements whatsoever, except for a Stalking Horse Bidder.

69. Pursuant to the Bidding Procedures, the Debtors are entitled to modify the Bidding Procedures in their reasonable business judgment in consultation with the (a) the Junior DIP Lender, (b) the B-2 Lenders, (c) the Prepetition ABL Agent, (d) the Prepetition UST Secured Parties, and (e) the UCC (the "**Consultation Parties**") in any manner that will best promote the goals of the Bidding Procedures, or impose, at or prior to the Auction (if any), additional customary terms and conditions on a Sale Transaction.

70. The Bidding Procedures provide that the U.S. Bankruptcy Court will hold one or more hearings to consider approval of the Winning Bid(s) (and Back-Up Bid(s), as applicable) and the Sale Transaction(s) contemplated thereby (each, a "**Sale Hearing**"). The Sale Hearing for the Rolling Stock is to be held on October 31, 2023, and the Sale Hearing for all other Assets (including the Real Property Assets) is to be held on December 12, 2023. If the Winning Bid(s) (and Back-Up Bid(s), as applicable) and the Sale Transaction(s) contemplated thereby contemplate the Sale(s) of Canadian Assets, the Foreign Representative shall apply to the Canadian Court for a Canadian Sale Recognition Order as soon as practicable following the applicable Sale Hearing and entry of the applicable Sale Order. Such Canadian Sale Recognition Order shall be a condition to closing any Sale(s) of Canadian Assets.

71. On September 18, 2023, the Debtors filed a finalized version of the Bidding Procedures that includes all key dates and deadlines.

72. The Bidding Procedures provide for the following key dates and deadlines with respect to the sale of the Rolling Stock:

Date and Time	Event or Deadline
October 11, 2023	Cure Notice Deadline for Leased Rolling Stock
October 13, 2023 at 5:00 p.m. (E.T.)	Bid Deadline for Rolling Stock
October 18, 2023 at 10:00 a.m. (E.T.)	Auction(s) (if required) for Rolling Stock Begin
October 23, 2023	Notice of Winning Bidder(s) for Rolling Stock
October 25, 2023 at 5:00 p.m. (E.T.)	Sale Objection and Cure Objection Deadline for Winning Bid(s) for Rolling Stock
October 31, 2023 at 11:00a.m. (E.T.)	Sale Hearing as to Winning Bid(s) (or Back-Up Bid(s), as applicable) for Rolling Stock
As soon as practicable following Sale Hearing (and in no event later than November 3, 2023)	Sale Consummation for UST Rolling Stock
As soon as practicable following Sale Hearing	Sale Consummation for B-2 Rolling Stock

73. In addition, the Bidding Procedures provide for the following key dates and deadlines with respect to the sale of the Non-Rolling Stock Assets:

Date and Time	Event or Deadline
October 26, 2023	Cure Notice Deadline for Leased Properties
November 9, 2023 at 5:00 p.m. (E.T.)	Bid Deadline for Non-Rolling Stock Assets (including Real Property Assets, Intellectual Property, and Other Assets)
November 9, 2023 at 5:00 p.m. (E.T.)	Cure Objection Deadline for Leased Properties
November 28, 2023 at 9:00 a.m. (E.T.)	Auction(s) (if required) for Non-Rolling Stock Assets Begin

Date and Time	Event or Deadline
December 1, 2023	Notice of Winning Bidder(s) (and Back-Up Bidder(s), as applicable) for Non-Rolling Stock Assets
December 8, 2023 at 5:00 p.m. (E.T.)	Sale Objection and Adequate Assurance Objection Deadline for Winning Bid(s) (or Back-Up Bid(s), as applicable) for Non-Rolling Stock Assets
December 12, 2023 at 10:00 a.m. (E.T.)	Sale Hearing as to Winning Bid(s) (or Back-Up Bid(s), as applicable) for Non-Rolling Stock Assets
As soon as practicable following Sale Hearing	Sale Consummation for Non-Rolling Stock Assets

(vi) Real Estate Stalking Horse Order[5]

74. Since the Petition Date, the Debtors have negotiated with two primary parties (Old Dominion and Estes) regarding potential stalking horse bids for all of the Debtors' 174 owned real properties (the "**Owned Real Properties**"). The Debtors also had substantial engagement with a third party that expressed interest in providing a stalking horse bid, but such party was unable to deliver on the timelines that Estes and Old Dominion contemplated.

75. The Debtors ultimately received proposals from each of Old Dominion and Estes, and the Debtors, with assistance from their advisors, negotiated with both parties to advance terms. After extensive negotiations and due diligence efforts, the Debtors ultimately selected Estes' proposal and on September 12, 2023, entered into the Real Estate Stalking Horse APA with the Real Estate Stalking Horse Bidder (*i.e.*, Estes) whereby the Real Estate Stalking Horse Bidder has committed to purchase all of the Debtors' Owned Real Properties and certain related assets (as described further in the Real Estate Stalking Horse APA) for cash consideration of $1.525 billion, subject to certain adjustments as set forth in the Real Estate Stalking Horse APA.

[5] Capitalized terms used in this section and not otherwise defined have the meanings given to them in the Real Estate Stalking Horse Motion.

76. As contemplated by the Bidding Procedures Order, the Debtors are seeking U.S. Bankruptcy Court approval of the Real Estate Stalking Horse Bidder and the Real Estate Stalking Horse APA pursuant to a separate motion and order. On September 13, 2023, the Debtors filed:

(a) a Motion for Entry of an Order (I) Approving the Debtors' Selection of a Real Estate Stalking Horse Bidder, (II) Approving Bid Protections in Connection Therewith, and (III) Granting Related Relief (the "**Real Estate Stalking Horse Motion**"), a copy of which is attached hereto as Exhibit "W". The Real Estate Stalking Horse Motion attaches a copy of the Real Estate Stalking Horse APA at Exhibit A thereto;

(b) a declaration of Cody Leung Kaldenberg (the "**Kaldenberg Real Estate Stalking Horse Declaration**") sworn in support the Real Estate Stalking Horse Motion, a copy of which is attached hereto as Exhibit "X"; and

(c) a Motion for Entry of an Order (I) Shortening the Notice and Objection Period for the Debtors' Real Estate Stalking Horse Motion and (II) Granting Related Relief, a copy of which is attached hereto as Exhibit "Y" (the "**Order Shortening Notice Period**").

77. On September 14, 2023, the U.S. Bankruptcy Court entered the Order Shortening Notice n Period, which, among other things, scheduled the hearing to consider the Real Estate Stalking Horse Motion for September 22, 2023.

78. On September 21, 2023, the Debtors filed the Real Estate Stalking Horse Order (attaching a revised form of Real Estate Stalking Horse APA) under certification of counsel, and the U.S.

Bankruptcy Court entered the Real Estate Stalking Horse Order. A copy of the Real Estate Stalking Horse Order is attached as Exhibit "Z" hereto. The Real Estate Stalking Horse Order attaches the revised Real Estate Stalking Horse APA at Exhibit A thereto.

79. A table setting out the key terms of the Real Estate Stalking Horse APA is included at paragraph 20 of the Kaldenberg Real Estate Stalking Horse Declaration. In summary, the Real Estate Stalking Horse Bidder has agreed, subject to the terms and conditions of the Real Estate Stalking Horse APA, to:

(a) acquire the Acquired Assets, consisting of all of the Debtors' Owned Real Properties and certain other Assets related to the Owned Real Properties, for cash consideration of $1.525 billion, subject to certain adjustments as set forth in the Real Estate Stalking Horse APA (the "**Estes Purchase Price**"); and

(b) assume the Assumed Liabilities, which include, subject to the terms and conditions of the Real Estate Stalking Horse APA, among other things:

(i) all Liabilities and obligations of any Seller under the Assigned Contracts that become due from and after the Closing;

(ii) all cure costs required to be paid pursuant to the U.S. Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts; and

(iii) all Transfer Taxes.

80. With respect to the Canadian Debtors, YRC Freight Canada is a "Seller" for the purposes of the Real Estate Stalking Horse APA and the Acquired Assets include YRC Freight Canada's owned real property.

81. The consummation of the transactions contemplated by the Real Estate Stalking Horse APA are conditional on, among other things, the Court having entered the Canadian Sale Recognition Order (defined in the Real Estate Stalking Horse APA as "an Order of the Canadian Court pursuant to the CCAA, among other things, recognizing and giving effect in Canada to the Sale Order") and such order becoming final and non-appealable and shall not have been stayed, reversed, or modified in a manner not acceptable to the parties.

82. The Real Estate Stalking Horse APA provides for certain bid protections in favour of the Real Estate Stalking Horse Bidder. In particular, the Debtors agreed to a $7.5 million breakup fee ("**Estes Break-up Fee**"), and to reimburse up to $1.6 million in reasonable and documented costs and out-of-pocket expenses ("**Estes Expense Reimbursement**") incurred by the Real Estate Stalking Horse Bidder, payable upon certain termination events set forth in the Real Estate Stalking Horse APA. Together, the Estes Break-up Fee and the maximum Estes Expense Reimbursement equal approximately 0.6% of the Estes Purchase Price.

83. As stated in the Kaldenberg Real Estate Stalking Horse Declaration:

(a) the proposed bid protections are a critical component of the Real Estate Stalking Horse Bidder's commitment and necessary to induce the Real Estate Stalking Horse Bid;

(b) if the proposed bid protections are not approved, there is significant risk that the Real Estate Stalking Horse Bidder will elect not to serve as the stalking horse bidder for the Owned Real Properties, to the detriment of the Debtors' estates;

(c) the proposed bid protections are a reasonable cost in exchange for securing a $1.525 billion commitment from the Real Estate Stalking Horse Bidder; and

(d) the proposed bid protections will maximize the value of the Acquired Assets, and thus the Debtors' estates, and are a valid and sound exercise of the Debtors' business judgment.

V. CONCLUSION

84. I believe that the recognition of the U.S. Orders and the other relief sought in the proposed Second Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for the benefit of a broad range of stakeholders.

85. The requested relief will assist with and facilitate the efforts of the Yellow group, including the Canadian Debtors and the Yellow Parent, to pursue an orderly wind-down of their business and operations in the Chapter 11 Cases and also advance efforts to seek bids for the sale or sales

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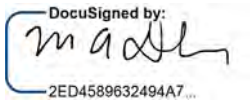
of substantially all of their assets, all with a view to maximizing value for the benefit of the Company's stakeholders.

SWORN before me by videoconference on this 22nd day of September, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the Village of Alexandria Bay in the State of New York and I was located in the City of Toronto in the Province of Ontario.

A Commissioner for taking affidavits
Name: Andrew Harmes
LSO# 73221A



Matthew A. Doheny

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 22nd DAY OF SEPTEMBER, 2023

_____

Commissioner for Taking Affidavits

Electronically issued / Délivré par voie électronique : 29-Aug-2023
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	TUESDAY, THE 29TH
	)	
JUSTICE MORAWETZ	)	DAY OF AUGUST, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, by Yellow Corporation ("**Yellow Parent**"), in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the proceedings commenced on August 6, 2023, in the United States Bankruptcy Court for the District of Delaware pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order substantially in the form enclosed in the Supplemental Application Record of the Yellow Parent, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Matthew A. Doheny sworn August 7, 2023, and the affidavit of Matthew A. Doheny sworn August 24, 2023, each filed, and upon being provided with copies of the documents required by section 46 of the CCAA,

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) (the "**Supplemental Order**") is being sought,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for Alvarez & Marsal Canada Inc., in its capacity as the proposed information officer (the "**Information Officer**"), and counsel for such other parties as were present and wished to be heard:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS** that the Foreign Representative is the "foreign representative" as defined in section 45 of the CCAA in respect of the Foreign Proceeding.

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT ORDERS** that the centre of its main interests for each of YRC Freight Canada Company, YRC Logistics Inc., USF Holland International Sales Corporation and 1105481 Ontario Inc. (collectively, the "**Canadian Debtors**" and each a "**Canadian Debtor**") is the United States of America and that the Foreign Proceeding is hereby recognized as a "foreign main proceeding" as defined in section 45 of the CCAA in respect of the Canadian Debtors.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

(a) all proceedings taken or that might be taken against any Canadian Debtor or the Yellow Parent (together with the Canadian Debtors, the "**Debtors**") under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or the *Winding-up and Restructuring Act*, R.S.C. 1985, c. W-11, are stayed;

(b) further proceedings in any action, suit or proceeding against any Debtor are restrained; and

(c) the commencement of any action, suit or proceeding against any Debtor is prohibited.

NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Canadian Debtors is prohibited from selling or otherwise disposing of:

(a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and

(b) any of its other property in Canada.

GENERAL

6. **THIS COURT ORDERS** that within five (5) business days from the date of this Order, or as soon as practicable thereafter, the Foreign Representative, with the assistance of the Information Officer, shall cause to be published, once a week for two consecutive weeks, a notice substantially in the form attached to this Order as Schedule "A" in *The Globe and Mail* (National Edition).

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that the Interim Stay Order (Foreign Proceeding) of this Court dated August 8, 2023 (the "**Interim Stay Order**") shall be of no further force and effect once this Order and the Supplemental Order become effective, and that this Order shall be effective as of 12:01 a.m. on the date of this Order without the need for entry or filing of this Order, provided that nothing herein shall invalidate any action taken in compliance with the Interim Stay Order prior to the effectiveness of this Order and the Supplemental Order.

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

Chief Justice G. B. Morawetz

Schedule "A" – Notice of Recognition Orders

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC. (COLLECTIVELY, THE "CANADIAN DEBTORS")

NOTICE OF RECOGNITION ORDERS

PLEASE BE ADVISED that this Notice is being published pursuant to an Initial Recognition Order (Foreign Main Proceeding) of the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") granted on August 29, 2023 (the "**Initial Recognition Order**").

PLEASE TAKE NOTICE that on August 6, 2023, Yellow Corporation (the "**Yellow Parent**") and certain of its subsidiaries and affiliates, including the Canadian Debtors, commenced voluntary proceedings (the "**Chapter 11 Proceedings**") pursuant to chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**"). In connection with the Chapter 11 Proceedings, the Yellow Parent was appointed to act as a representative (in such capacity, the "**Foreign Representative**") in respect of the Chapter 11 Proceedings. The Foreign Representative's address is 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211. The Yellow Parent and the Canadian Debtors carry on business in Canada under the name "YRC Freight".

AND TAKE NOTICE that the Initial Recognition Order and a Supplemental Order (Foreign Main Proceeding) (collectively with the Initial Recognition Order, the "**Recognition Orders**") have been issued by the Canadian Court in proceedings (the "**Canadian Recognition Proceedings**") under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), among other things: (i) declaring that the Chapter 11 Proceedings are recognized as a "foreign main proceeding", as defined in section 45 of the CCAA, in respect of the Canadian Debtors; (ii) granting a stay of proceedings against the Canadian Debtors and the Yellow Parent in Canada; (iii) prohibiting the commencement of any proceedings against the Canadian Debtors, the Yellow Parent or their respective directors and officers in Canada absent further order of the Canadian Court; (iv) recognizing certain orders granted by the U.S. Bankruptcy Court in the Chapter 11 Proceedings; and (v) appointing Alvarez & Marsal Canada Inc. as the information officer with respect to the Canadian Recognition Proceedings (the "**Information Officer**").

AND TAKE NOTICE that motions, orders and notices filed with the U.S. Bankruptcy Court in the Chapter 11 Proceedings are available at: https://dm.epiq11.com/case/yellowcorporation/info, and that the Recognition Orders, and any other orders that may be granted by the Canadian Court in the Canadian Recognition Proceedings, are available at: https://www.alvarezandmarsal.com/YRCFreightCanada.

AND TAKE NOTICE that counsel for the Foreign Representative is:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Yellow Corporation Canadian Recognition Proceedings
Phone: (416) 979-2211
Email: yellowcanadianrecognition@goodmans.ca

PLEASE FINALLY TAKE NOTICE that if you wish to receive copies of the Recognition Orders or obtain further information in respect of the matters set forth in this Notice, you may contact the Information Officer at:

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, ON M5J 2J5

Attention: Yellow Corporation Canadian Recognition Proceedings
Phone: (416) 847-2711
Email: YRCFreightCanada@alvarezandmarsal.com

DATED AT TORONTO, ONTARIO this [●] day of August, 2023.

Court File No. CV-23-00704038-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

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Brennan Caldwell LSO#: 81627N
bcaldwell@goodmans.ca

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for the Applicant

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 22nd DAY OF SEPTEMBER, 2023

Commissioner for Taking Affidavits

Electronically issued / Délivré par voie électronique : 29-Aug-2023
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	TUESDAY, THE 29TH
	)	
JUSTICE MORAWETZ	)	DAY OF AUGUST, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, by Yellow Corporation ("**Yellow Parent**"), in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the proceedings commenced on August 6, 2023 in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order substantially in the form enclosed in the Supplemental Application Record of the Yellow Parent, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Matthew A. Doheny sworn August 7, 2023, and the affidavit of Matthew A. Doheny sworn August 24, 2023, each filed, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Foreign

Representative and counsel for Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as the proposed information officer, and counsel for such other parties as were present and wished to be heard, and on reading the consent of A&M to act as the Information Officer (as defined below):

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

INITIAL RECOGNITION ORDER

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) of this Court dated August 29, 2023 (the "**Initial Recognition Order**").

3. **THIS COURT ORDERS** that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Initial Recognition Order, the provisions of the Initial Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders (collectively, the "**Foreign Orders**") of the U.S. Bankruptcy Court made in the Foreign Proceeding, copies of which are attached hereto as Schedules "A" to "M", are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

(a) *Order (I) Authorizing Yellow Corporation to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505, and (II) Granting Related Relief;*

(b) *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative*

Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the "**Interim DIP Order**");

(c) *Interim UST Cash Collateral and Adequate Protection Order (I) Authorizing the Debtors to (A) Use UST Cash Collateral and All Other Prepetition UST Collateral, (II) Granting Adequate Protection, (III) Modifying the Automatic Stay, and (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "**UST Cash Collateral Order***");*

(d) *Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Relating Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions and (II) Granting Related Relief;*

(e) *Second Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief;*

(f) *Second Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, Lien Claimants, and Foreign Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief;*

(g) *Interim Order (A)(I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors'*

Proposed Procedures for Resolving Adequate Assurance Requests, and (B) Granting Related Relief;

(h) *Second Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance Coverage Entered Into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (II) Approving Continuation of the Surety Bond Program, and (III) Granting Related Relief;*

(i) *Interim Order (I) Authorizing the Payment of Certain Prepetition and Postpetition Taxes and Fees and (II) Granting Related Relief;*

(j) *Interim Order (I) Authorizing the Debtors to Consent to Limited Relief From the Automatic Stay to Permit Setoff of Certain Customer Claims Against the Debtors, and (II) Granting Related Relief;*

(k) *Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (B) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (C) Serve Certain Parties in Interest by Email, (D) Approve the Form and Manner of Service of the Notice of Commencement, and (E) Redact Certain Personally Identifiable Information of Natural Persons, (II) Waiving the Requirement to File a List of Equity Security Holders, and (III) Granting Related Relief;*

(l) *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief;* and

(m) *Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of Common Stock and (II) Granting Related Relief*,

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that A&M (the "**Information Officer**") is hereby appointed as an officer of this Court, with the powers and duties set out herein and in any other Order made in these proceedings.

STAY OF PROCEEDINGS

6. **THIS COURT ORDERS** that until such date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**") shall be commenced or continued against or in respect of (a) YRC Freight Canada Company, YRC Logistics Inc., USF Holland International Sales Corporation and 1105481 Ontario Inc. (collectively, the "**Canadian Debtors**" and each a "**Canadian Debtor**") or affecting their business (the "**Canadian Debtors Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Canadian Debtors Property**"), or (b) Yellow Parent (together with the Canadian Debtors, the "**Debtors**") or affecting its business in Canada (the "**Parent Business**", and together with the Canadian Debtors Business, the "**Business**") or its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate in Canada, including all proceeds thereof (the "**Parent Property**", and together with the Canadian Debtors Property, the "**Property**"), except with the written consent of the applicable Debtor and the Information Officer, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Debtors, or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities or person (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable Debtor and the Information Officer, or with leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada, (ii) empower any Debtor to carry on any business in Canada which such Debtor is not lawfully entitled to carry on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, or (v) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by any of the Debtors and affecting the Business or Property in Canada, except with the written consent of the applicable Debtor and the Information Officer, or with leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all licencing arrangements, manufacturing arrangements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, fuel, maintenance, customs broker services or other services provided in respect of the Property or Business of the Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Debtors, and that the Debtors shall be entitled to the continued use in

Canada of their current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

(a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;

(b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;

(c) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial

documents of the Debtors, to the extent that is necessary to perform its duties arising under this Order; and

(d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Canadian Debtors and the Foreign Representative shall (i) advise the Information Officer of all material steps taken by the Canadian Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Debtor with information provided by the Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by a Debtor is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the applicable Debtor may agree.

17. **THIS COURT ORDERS** that Goodmans LLP, as Canadian counsel to the Canadian Debtors ("**Canadian Counsel**"), the Information Officer and counsel to the Information Officer shall be paid by the Canadian Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Canadian Debtors are hereby authorized and directed to pay the accounts of Canadian Counsel, the Information Officer and counsel for the Information Officer on a bi-weekly basis or on such terms as such parties may agree.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that Canadian Counsel, the Information Officer and counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Collateral (as defined in the DIP Term Sheet (as defined in the Interim DIP Order)) of the Canadian Debtors (the "**Canadian Collateral**"), which charge shall not exceed an aggregate amount of CDN$700,000, as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 25 and 27 hereof.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that the Canadian Debtors shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and officers of the Canadian Debtors after the commencement of the within proceedings (including, for greater certainty, any applicable obligations and liabilities of the directors and officers for wages, vacation pay or termination or severance pay due to employees of the Canadian Debtors, whether or not any such employee was terminated prior to or after the commencement of these proceedings), except to the extent that, with respect to any officer or director, the obligation or

liability was incurred as a result of the director's or officer's gross negligence of wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of the Canadian Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**D&O Charge**") on the Canadian Collateral, which charge shall not exceed an aggregate amount of CDN$3,500,000, as security for the indemnity provided in paragraph 20 of this Order. The D&O Charge shall have the priorities set out in paragraphs 25 and 27 hereof.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the directors and officers of the Canadian Debtors shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

DIP CHARGE

23. **THIS COURT ORDERS** that any defined term used in this section which is not otherwise defined herein shall have the meaning ascribed to such term in the Interim DIP Order, a copy of which is attached hereto as Schedule "B".

24. **THIS COURT ORDERS** that the DIP Secured Parties shall be entitled to the benefit of and are hereby granted a charge (the "**DIP Charge**") on the Canadian Collateral, other than the UST Tranche B Priority Collateral (as defined in the DIP Term Sheet), which DIP Charge shall be consistent with the liens and charges created by or set forth in the Interim DIP Order and the UST Cash Collateral Order, and provided that, with respect to the Canadian Collateral, the DIP Charge shall have the priority set out in paragraphs 25 and 27 of this Order, and further provided that, the DIP Charge shall not be enforced except with leave of this Court.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

25. **THIS COURT ORDERS** that the priorities of the Administration Charge, the D&O Charge and the DIP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – the Administration Charge (to the maximum amount of CDN$700,000);

Second – the D&O Charge (to the maximum amount of CDN$3,500,000); and

Third – the DIP Charge.

26. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

27. **THIS COURT ORDERS** that each of the Charges (as constituted and defined herein) shall constitute a charge on the Canadian Collateral (other than, in the case of the DIP Charge, the UST Tranche B Priority Collateral) and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, except for (i) any Encumbrances in favour of any Person that did not receive notice of the application for this Order, and (ii) in the case of the DIP Charge, it shall be subordinate or *pari passu*, as applicable, to any Encumbrances that, pursuant to the Interim DIP Order or the UST Cash Collateral Order, rank in priority to or *pari passu* with the liens granted in favour of the DIP Secured Parties pursuant to the Interim DIP Order. The Canadian Debtors shall be entitled to seek priority of the Charges ahead of additional Encumbrances referred to in clause (i) of this paragraph on a subsequent motion on notice to those Persons likely to be affected thereby.

28. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Canadian Debtors shall not grant any Encumbrances over any Canadian Debtors Property in Canada that rank in priority to, or *pari passu* with, the Charges, unless the Canadian Debtors also obtain the prior written consent of the beneficiaries of the Charges (collectively, the "**Chargees**").

29. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of

insolvency made herein; (ii) any application(s) for bankruptcy or receivership order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or otherwise, or any orders made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any Canadian Debtor, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by a Canadian Debtor of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(c) the payments made by the Canadian Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

30. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Canadian Debtor's interest in such real property leases.

SERVICE AND NOTICE

31. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05,

this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: https://www.alvarezandmarsal.com/YRCFreightCanada.

32. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Debtors, the Foreign Representative, the Information Officer, and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic transmission to the Debtors' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the records of the applicable Debtor and that any such service or distribution shall be deemed to be received (a) in the case of delivery by personal delivery, facsimile or electronic transmission, on the date of delivery or transmission, (b) in the case of delivery by prepaid ordinary mail, on the third business day after mailing, and (c) in the case of delivery by courier, on the next business day following the date of forwarding thereof.

33. **THIS COURT ORDERS** that the Debtors, the Foreign Representative, the Information Officer, and their respective counsel are at liberty to serve or distribute this Order, the Initial Recognition Order, and any other materials and Orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations,* Reg. 81000-2-175 (SOR/DORS).

GENERAL

34. **THIS COURT ORDERS** that the Information Officer may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

35. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Debtor, the Business or the Property.

36. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

37. **THIS COURT ORDERS** that each of the Debtors, the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule "N" hereto are hereby adopted by this Court for the purposes of these recognition proceedings.

39. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

Electronically issued / Délivré par voie électronique : 29-Aug-2023
Toronto Superior Court of Justice / Cour supérieure de justice

40. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. on the date of this Order without the need for entry or filing of this Order.

Chief Justice G. B. Morawetz

Court File No. CV-23-00704038-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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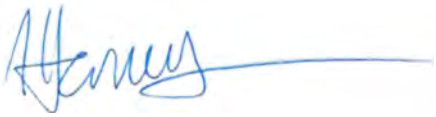
Lawyers for the Applicant

THIS IS EXHIBIT "C"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 22nd DAY OF SEPTEMBER, 2023



Commissioner for Taking Affidavits

Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

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Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn August 7, 2023)

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn August 7, 2023)

I, Matthew A. Doheny, of the Village of Alexandria Bay, in the State of New York, United States of America, **MAKE OATH AND SAY**:

1. I am the Chief Restructuring Officer of Yellow Corporation (the "**Yellow Parent**"). I was appointed as the Chief Restructuring Officer by the Board of Directors of the Yellow Parent (the "**Board**") on July 19, 2023. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records of YRC Freight Canada Company ("**YRC Freight Canada**"), YRC Logistics Inc. ("**YRC Logistics**"), USF Holland International Sales Corporation ("**USF**") and 1105481 Ontario Inc. ("**1105481**", and collectively with YRC Freight Canada, YRC Logistics and USF, the "**Canadian Debtors**") and the other Debtors (as defined below). Prior to becoming the Chief Restructuring Officer, I was a member of the Board beginning in 2011 and served as Chairman of the Board from 2019 until July 31, 2023, when I resigned from the Board. As such, I have knowledge of the matters deposed to herein, save where

I have obtained information from others or public sources. Where I have obtained information from others or public sources I have stated the source of that information and believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. On August 6, 2023 (the "**Petition Date**"), the Yellow Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), filed voluntary petitions for relief in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**"). The cases commenced by the Debtors in the U.S. Bankruptcy Court are referred to herein as the "**Chapter 11 Cases**".

3. The Debtors have filed certain "First Day Motions" in the Chapter 11 Cases seeking various relief from the U.S. Bankruptcy Court, including the entry of an order (the "**Foreign Representative Order**") authorizing the Yellow Parent to act as the foreign representative in respect of the Chapter 11 Cases (in such capacity, the "**Foreign Representative**"). A hearing in respect of the First Day Motions (the "**First Day Hearing**") is expected to be heard by the U.S. Bankruptcy Court on August 9, 2023. If the U.S. Bankruptcy Court grants the requested orders, including the Foreign Representative Order, the orders are expected to be available shortly thereafter.

4. This affidavit is sworn in support of an application made by the Yellow Parent, in its capacity as the proposed Foreign Representative, for an order (the "**Interim Stay Order**") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and Section 106 of the *Courts of Justice Act*, RSO 1990, c C.43, among

other things, granting a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent in Canada (the "**Interim Stay**").

5. Once the Foreign Representative Order has been issued by the U.S. Bankruptcy Court, the Yellow Parent, in its capacity as Foreign Representative, will return to seek:

(a) an order (the "**Initial Recognition Order**"), among other things:

(i) recognizing the Yellow Parent as the Foreign Representative in respect of the Chapter 11 Cases; and

(ii) recognizing the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors; and

(b) an order (the "**Supplemental Order**"), among other things:

(i) recognizing certain of the interim and final orders issued by the U.S. Bankruptcy Court in the Chapter 11 Cases, including, among others, an order approving the DIP Financing (as defined below) (the "**U.S. DIP Order**);

(ii) granting a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent in Canada;

(iii) appointing Alvarez & Marsal Canada Inc. as information officer in respect of these proceedings (in such capacity, the "**Information Officer**");

(iv) granting a Court-ordered charge over the assets and property of the Canadian Debtors in Canada in favour of Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer;

(v) granting a Court-ordered charge over the assets and property of the Canadian Debtors in Canada to secure the indemnity obligations of the Canadian Debtors to their directors and officers in respect of obligations and liabilities that such directors and officers may incur during these proceedings in their capacities as directors and officers; and

(vi) granting a Court-ordered charge over the assets and property of the Canadian Debtors in Canada to secure the DIP Financing.

I. BACKGROUND

6. The Debtors, including the Canadian Debtors, are part of an approximately 100 year-old trucking and logistics company ("**Yellow**" or the "**Company**"), which boasted one of the largest less-than-truckload ("**LTL**") networks in North America that enabled Yellow to provide customers with regional, national, and international shipping services of transportation logistics and LTL services. Entering 2023, Yellow was the largest unionized LTL carrier in the United States, in addition to being the third largest LTL freight carrier and the fifth largest transportation company in North America. The Yellow Parent, the ultimate parent of the Company, is a Delaware company that trades on the NASDAQ under the ticker "YELL".

7. When it was serving customers prior to the Petition Date, Yellow provided its customers with LTL services, which combine shipments from multiple customers on a single trailer, and

truckload ("**TL**") services, whereby the quantity of freight shipped by customers filled the entire trailer. Yellow also provided various higher margin specialized services, including guaranteed expedited services, time-specific deliveries, cross-border services, exhibit services, product returns, and government material shipments.

8. Prior to the Petition Date, Yellow employed nearly 30,000 people, of which approximately two thirds are members of the International Brotherhood of Teamsters (the "**Union**"), primarily comprised of the Company's drivers and dock, maintenance, and clerical workers.

9. The Canadian Debtors, each of which are described further below, are members of the broader integrated Yellow corporate group, which enabled the Company to provide seamless cross-border service throughout North America. While Yellow operated an integrated, global business, by far its largest presence was in the United States and, as described below, the revenue generated by the Canadian Debtors for the year ended December 31, 2022, represented approximately 2% of Yellow's consolidated revenue for such period.

10. The Yellow Parent directly or indirectly, provides management and strategic decision-making to its global operations, stewardship of its direct and indirect subsidiaries, and various services to all of the members of the Company's extended international organization, including the Canadian Debtors. An organizational chart of the Company is attached hereto as Exhibit "A".

11. As set out in the Declaration dated August 6, 2023 that I have sworn in support of the Chapter 11 Cases (the "**First Day Declaration**"), a copy of which is attached hereto as Exhibit "B", over recent months, the Company has faced a severe liquidity crisis, resulting in large part due to the Union's blocking of the implementation of the Company's multi-phase vital strategic

initiative, referred to as "One Yellow", that was intended to modernize Yellow's business and upgrade the efficiency of its operations so that it could compete successfully against non-unionized LTL carriers. As discussed in greater detail below, the Union refused the Company's proposals in connection with implementing the One Yellow initiative, which significantly impaired the Company's liquidity and ability to refinance its $1.2 billion of debt maturing in 2024 or 2026, as applicable.

12. With its liquidity situation worsening, on June 27, 2023, Yellow sued the Union, its negotiating committee, and several local unions in the U.S. District Court for the District of Kansas, alleging that the parties had breached the collective bargaining agreement. The lawsuit seeks $137 million in damages for the Union's obstruction of One Yellow as well as the loss of Yellow's enterprise value which it estimates at approximately $1.5 billion.

13. Prior to taking this step, Yellow had undertaken various liquidity preserving measures in hopes that additional time might allow for agreement with the Union, including deferring payment of certain contractual contributions (the "**Contributions**") in the amount of approximately $22.5 million to both the Central States Health and Welfare Fund and Central States Pension Fund (the "**Central States**"). However, following Yellow's decision to defer the Contributions, on July 17, 2023, the Union issued a 72-hour strike notice to Yellow that was set to take effect on July 24, 2023. Although the Union eventually persuaded the Central States to defer the Contributions for 30 days, thereby leading to the cancellation of the strike, the strike notice, coupled with the extensive and public challenges between the Company and the Union, was devastating to the Company's business. Among other effects, Yellow's most loyal customers, facing the uncertainty of the threatened strike, dropped the Company as a carrier. On the day the strike was announced,

Yellow's individual shipments had totaled approximately 40,000. Four days later, Yellow's shipments were nearly zero. As a consequence, Yellow, with the assistance of its advisors, determined that Yellow is unlikely to obtain necessary financing to continue operating as a going-concern. Facing a dire liquidity shortfall and no prospects for the significant additional financing required to complete a turnaround of the business, shortly prior to the Petition Date, the Debtors' management team, with the assistance of its advisors, determined that it was appropriate to clear the Debtors' freight network, close their facilities and commence layoffs of their workforce (as discussed further herein).

14. In an effort to preserve value and effect an orderly wind-down, the Debtors commenced the Chapter 11 Cases on the Petition Date by filing voluntary petitions for relief under chapter 11 of the U.S. Bankruptcy Code (the "**Petitions**"). Copies of the Petitions of the Yellow Parent and each of the Canadian Debtors filed with the U.S. Bankruptcy Court are attached hereto as Exhibits "C", "D", "E", "F" and "G".

15. The Debtors' objective in the Chapter 11 Cases is to effectuate an orderly, value-maximizing wind-down of their businesses for the benefit of all parties in interest. To that end, Yellow intends as part of the Chapter 11 Cases to market substantially all of its assets to one or more buyers and conduct certain post-petition activities in connection with preserving the value of its assets and clearing freight from its network.

16. The Canadian Debtors are integrated members of the Yellow corporate group and intend to seek recognition of the Chapter 11 Cases in Canada to preserve the value of the Canadian Business (as defined below). At this time, the Yellow Parent is seeking the proposed Interim Stay Order to preserve stability for the Canadian Business. If granted, the proposed Interim Stay Order

will provide the Interim Stay in favour of the Canadian Debtors and the Yellow Parent, and in doing so give effect in Canada to the stay of proceedings in the Chapter 11 Cases.

17. Once the Foreign Representative Order has been issued by the U.S. Bankruptcy Court, the Yellow Parent, in is capacity as Foreign Representative, will return to Court to seek the Initial Recognition Order and the Supplemental Order.

18. I am not aware of any foreign proceeding (as defined in subsection 45(1) of the CCAA) in respect of the Canadian Debtors other than the Chapter 11 Cases.

19. Capitalized terms used and not defined in this affidavit have the meanings given to them in the First Day Declaration.

20. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to United States Dollars.

II. OVERVIEW OF THE COMPANY

A. Corporate History

21. The Company traces its origins as far back as 1906 to a horse-drawn cab service started in Oklahoma City by Grover Cleveland Harrell that, with the emergence of the automobile, would become the Yellow Cab company. When oil was discovered in Oklahoma City, the Harrell family purchased mule trucks and in 1929 established Yellow Transit Freight Lines.

22. In 1951, Yellow filed for bankruptcy and in 1952, the struggling company was sold to to a group led by investment banker George E. Powell. A few years later, Yellow had become a national force. The post-World War II era led to a revitalization of the American economy with a

concurrent increase in demand for goods and need to transport those goods. Powell built Yellow into a long-haul operator that captured value from the construction of the Interstate Highway System.

23. Yellow expanded through the 1960s with certain acquisitions to become one of America's largest trucking companies. To further its growth, in 1992, Yellow expanded its international footprint in Mexico, Puerto Rico, and Canada. Starting in the 2000s, taking note of industry consolidation, Yellow continued to pursue additional strategic acquisitions to improve synergies.

24. In the early and mid-2000s, Yellow added Roadway Corp. ("**Roadway**") and USF Corporation to its family of trucking brands, and adopted the YRC Worldwide Inc. moniker to reflect its growing international presence. The Company also restructured certain businesses and formed YRC National Transportation to oversee the operations of Yellow and Roadway, along with Canadian-based Reimer Express (a subsidiary of Roadway). In 2009, Yellow merged with Roadway to create YRC.

25. In 2019, Yellow formally changed its name to "Yellow Corporation" as part of a larger restructuring effort to refocus on its North American LTL operations.

B. The Company's Business Operations

(i) Overview

26. When it was serving customers prior to the Petition Date, Yellow's business could generally be broken down into the following principal categories: (a) LTL services, which combine shipments from multiple customers on a single trailer; and (b) TL services, whereby the quantity of freight shipped by customers filled the entire trailer. While Yellow offered both LTL and TL

services, deliveries were predominately LTL shipments. In addition to LTL and TL transportation services, Yellow also provided various higher-margin specialized services, including logistics services, guaranteed expedited services, time-specific deliveries, cross-border services, exhibit services, product returns, and government material shipments.

27. In 2022, Yellow transported approximately 14.2 million shipments, for approximately 250,000 customers, including the U.S. Government, generating more than $5.2 billion in operating revenue. A substantial majority of Yellow's services were provided wholly within the United States.

28. Yellow's fleet is comprised of approximately 12,700 tractors, including approximately 11,700 owned tractors and approximately 1,000 leased tractors, and approximately 42,000 trailers, including approximately 34,800 owned trailers and 7,200 leased trailers.

(ii) *Yellow's Family of Trucking Brands*

29. Within its family of trucking brands, Yellow provided different transportation and logistics services to its customers, as summarized in the following chart:

Brand	Description
Holland	Offered the most next-day service lanes in its territory and consistently recorded one of the lowest claim ratios in the industry.
NEW PENN	Provided next-day regional LTL shipping services through the northeastern United States, Canada and Puerto Rico.
YRC FREIGHT	Transported industrial, commercial and retail goods, specializing in shipping solutions with an expansive network across North America.

Reddaway	Offered next-day and two-day service, with a footprint that encompassed all of the Western United States, including Alaska and Hawaii.
YELLOW LOGISTICS	Coast-to-coast 3PL brokerage combined trucks, technology and talented people to create customized logistics solutions.

(iii) Competition

30. Yellow operated in a highly competitive environment. Overall, when Yellow was still operating, the LTL market was increasingly dominated by non-union trucking companies who carried approximately 80% of all LTL freight. Key competitors included global, integrated freight transportation services providers, global freight forwarders, national freight services providers (including intermodal providers), regional and interregional carriers, third-party logistics providers, and small, intraregional transportation companies. Yellow also had competitors within several different modes of transportation including: LTL, truckload, air and ocean cargo, intermodal rail, parcel and package companies, transportation consolidators, reverse logistics firms, and privately-owned fleets. Ground-based transportation includes private fleets and "for-hire" provider groups.

B. Properties

31. Yellow's network includes 308 strategically located service facilities, including 169 owned facilities with approximately 10,000 doors and 140 leased facilities with approximately 9,100 doors. Three of the owned facilities and 13 of the leased facilities are in Canada.

32. In addition, Yellow's logistics solution provider, Yellow Logistics, Inc., manages six warehouses in the United Sates.

C. Workforce

33. As of July 27, 2023, the Debtors had approximately 30,000 employees, the substantial majority of which are located in the United States. As referenced above, approximately two thirds of the Debtors' employees are members of the Union, most of which are drivers and dock, maintenance, and clerical workers. As discussed further below, due to the wind-down of Yellow's business operations, shortly prior to the Petition Date, the Company terminated approximately 3,500 employees and sent notices that it was laying-off approximately 22,000 union employees.

34. Further details and information regarding the Company's Canadian employees are provided below.

D. Prepetition Capital Structure

35. As of the Petition Date, the Company's consolidated long-term debt obligations totalled approximately $1.2 billion, arising under:

(a) the UST Tranche A Term Loan Credit Agreement dated as of July 7, 2020 (as amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "**Tranche A UST Credit Agreement**"), among the Yellow Parent, as borrower, the Bank of New York Mellon, as administrative agent and collateral agent, and those other guarantors and lenders party thereto;

(b) the UST Tranche B Term Loan Credit Agreement dated as of July 7, 2020 (as amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "**Tranche B UST Credit Agreement**" and together with the Tranche A UST Credit Agreement, the "**UST Credit Agreements**"), among the

Yellow Parent, as borrower, and the Bank of New York Mellon, as administrative agent and collateral agent, and those other guarantors and lenders party thereto;

(c) the Amended and Restated Term Loan Credit Agreement dated as of September 11, 2019 (as amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "**B-2 Term Loan Agreement**"), among the Yellow Parent, as borrower, Alter Domus Products Corp (f/k/a Cortland Products Corp.), as administrative agent and collateral agent, and those other guarantors and lenders party thereto; and

(d) a Loan and Security Agreement (the "**ABL Loan Agreement**") dated February 13, 2014, among the Yellow Parent, as administrative borrower and borrower, YRC Inc., USF Reddaway Inc., USF Holland Inc., and New Penn Motor Express, Inc., as other borrowers, Citizens Business Capital, as administrative and collateral agent, and those other guarantors and lenders party thereto.

36. As described further below, the loans under the UST Credit Agreements were granted by the US Treasury in 2020 pursuant to the CARES Act (each as defined below) in connection with the challenges faced by the Company due to the COVID-19 pandemic.

37. The funded debt obligations of the Company as of the Petition Date are summarized in the table below and described in detail in the First Day Declaration.

Debt Instrument	Maturity Date	Approximate Outstanding Principal Amount
UST Tranche A	September 30, 2024	$337,042,758
UST Tranche B	September 30, 2024	$399,999,770
B-2 Term Loan Facility	June 30, 2024	$485,372,693
ABL Facility[1]	January 9, 2026	$858,520
Total Funded Debt		$1,223,273,741

38. Obligations under the UST Credit Agreements are secured by (a) a perfected first-priority security interest in the escrow or controlled account supporting the respective UST Credit Facility, certain tractors and trailers (solely in the case of the Tranche B UST Credit Agreement), and (b) a perfected junior priority security interest (subject in each case to permitted liens) in substantially all other assets of the Company and the Yellow subsidiaries that are guarantors thereof, subject to certain exceptions.

39. Obligations under the B-2 Term Loan Agreement are secured by a perfected first-priority security interest (subject to permitted liens) in certain assets of the Company and the Yellow subsidiaries that are guarantors thereof, including but not limited to all of the Company's wholly owned terminals, tractors and trailers other than the tractors and trailers funded by the UST Tranche B loan, subject to certain limited exceptions.

[1] Yellow also has approximately $359 million of undrawn letters of credit issued and outstanding under the ABL Facility supporting workers compensation insurance among other obligations.

40. The ABL Loan Agreement is secured by (a) a perfected first-priority security interest (subject to permitted liens) in accounts receivable, cash, deposit accounts and other assets related to accounts receivable of Yellow and the other loan parties, and (b) an additional second-priority security interest (subject to permitted liens) in substantially all remaining assets of the borrowers and the guarantors.

41. The Canadian Debtors are guarantors of and have granted security in respect of the Company's funded debt obligations.

III. THE CANADIAN DEBTORS AND THE CANADIAN BUSINESS

42. The Canadian Debtors are YRC Freight Canada, YRC Logistics, USF and 1105481, each of which are summarized below along with certain information relating to their business operations (the "**Canadian Business**").

A. Overview

(i) YRC Freight Canada

43. YRC Freight Canada is the primary operating company in Canada. It was incorporated under the laws of Nova Scotia with its registered office in Halifax, Nova Scotia. YRC Freight Canada is a wholly-owned direct subsidiary of YRC Inc., a Delaware company, which is also a Chapter 11 Debtor.

44. YRC Freight Canada and its predecessors had operated a trucking business in Canada since 1952, with the founding of Reimer Express. Reimer Express began with a Winnipeg-Windsor route, and by 1969 provided coast-to-coast service in Canada. Reimer Express was acquired by

Roadway in 1997, and came under the Yellow banner in 2009 when Yellow merged with Roadway, initially operating as "YRC Reimer" before adopting the "YRC Freight" brand in 2019.

45. YRC Freight Canada specialized in shipments into, across and out of Canada, offering Canadian shippers a selection of direct connections within Canada and throughout North America. YRC Freight Canada was completely integrated within the larger YRC Freight brand to provide seamless cross-border service.

46. YRC Freight Canada has leased and owned transportation service centres throughout Canada. As referenced above, YRC Freight Canada owns three transportation service centres, two in Ontario and one Quebec, and leases 13 additional transportation service centres across British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Quebec, six of which are in Ontario.

47. YRC Freight Canada is the only Canadian Debtor that generates revenue. Its revenue was $89.8 million during the 12 months ended December 31, 2022 and represents approximately 2% of Yellow's consolidated revenue.

(ii) *YRC Logistics*

48. YRC Logistics is a corporation incorporated under the laws of Ontario with its registered office in Ottawa, Ontario. YRC Logistics is a wholly-owned direct subsidiary of YRC Logistics Services, Inc., an Illinois company, which is also a Chapter 11 Debtor, and is largely inactive.

(iii) *USF*

49. USF is a corporation incorporated under the laws of Nova Scotia with its registered office in Halifax, Nova Scotia. USF is a wholly-owned direct subsidiary of USF Holland LLC, a

Delaware company, which is also a Chapter 11 Debtor. USF is a dormant company with no operations, employees or assets.

(iv) 1105481

50. 1105481 is a corporation incorporated under the laws of Ontario with its registered office in Ottawa, Ontario. 1105481 is a wholly-owned direct subsidiary of the Yellow Parent. As of the Petition Date, 1105481 has no assets or operations.

B. Canadian Workforce

51. As of approximately July 27, 2023, YRC Freight Canada had approximately 584 employees, of which approximately 563 were full-time employees and approximately 21 were part-time employees. Approximately 428 employees were hourly employees, and approximately 156 were salaried employees. Approximately 421 of YRC Freight Canada's employees are represented by the Union.

52. The distribution of Canadian employees as of approximately July 27, 2023 was as follows:

Province	Number of Employees
Ontario	222
Manitoba	158
Quebec	69
Alberta	64
Saskatchewan	13
British Columbia	58
Total	584

53. Over the course of approximately July 28 – August 1, 2023, all of the Canadian unionized employees were placed on lay-off and all but approximately 65 non-unionized employees were terminated. Shortly thereafter, the Debtors paid approximately $4 million in respect of severance amounts and statutory termination pay to such Canadian employees.

C. Integration of Canadian Debtors and Canadian Business

54. As referenced above, the Canadian Debtors are members of the broader integrated Yellow corporate group that is centrally managed by the Company's senior leadership team in the United States, either from the Company's office in Nashville, Tennessee, or its field resource center in Overland Park, Kansas. In particular, the following elements of the Canadian Debtors and Canadian Business, among others, are integrated with the Yellow corporate group:

(a) the Canadian Debtors are indirect, wholly-owned subsidiaries of the Yellow Parent, which is a Delaware corporation, listed on NASDAQ;

(b) Yellow's senior leadership located in the United States exercises primary strategic management and control of the corporate group, including the Canadian Debtors;

(c) for the financial year ended December 31, 2022, the Canadian Business accounted for approximately 2% of Yellow's consolidated worldwide revenue;

(d) the Canadian Business employed approximately 2% of Yellow's overall workforce;

(e) all of the Company's approximately $1.2 billion in principal amount of funded indebtedness is advanced by United States-based lenders and the loan documentation is governed by United States law;

(f) the Canadian Debtors are guarantors of the Company's funded indebtedness and have granted security over their assets in respect thereof;

(g) the Company's overall financial position is managed on a consolidated basis principally from Yellow's office in Nashville, Tennessee, and for financial reporting purposes, Yellow reports the financial results of the entire corporate group, including the Canadian Debtors, on a consolidated basis;

(h) the Canadian Debtors are integrated into the Company's system of intercompany loans and transactions, which allows Yellow to allocate cash resources and ensure tax efficiency within the Yellow corporate group;

(i) YRC Freight Canada, being the principal Canadian operating entity, participates in the Company's centralized cash management system, through which Yellow exercises oversight of YRC Freight Canada's cash collections and disbursements from the United States. Payments to vendors of YRC Freight Canada are processed by the Company in the United States; and

(j) payroll processing for employees of YRC Freight Canada is processed in the United States through Yellow's third-party payroll services provider, with some assistance from a Canadian payroll team.

55. In summary, the Canadian Debtors are integrated members of the broader Yellow corporate group that is centrally managed from an overall strategic and financial perspective by its senior leadership team in the United States.

D. Registry Searches

56. I am advised by Caroline Descours of Goodmans LLP, Canadian counsel to the Canadian Debtors, that lien searches (the "**Registry Searches**") were conducted in respect of each of the Canadian Debtors in Ontario and their jurisdictions of incorporation (to the extent not Ontario), as well as in respect of YRC Freight Canada in all jurisdictions in which YRC Freight Canada has property or carries on business. In summary, the following Registry Searches were conducted:

(a) in respect of YRC Freight Canada, Registry Searches were conducted in the applicable personal property lien registries of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Nova Scotia, and in the register of personal and movable real rights of Quebec;

(b) in respect of YRC Logistics, Registry Searches were conducted in the personal property lien registry of Ontario;

(c) in respect of 110548, Registry Searches were conducted in the personal property lien registry of Ontario; and

(d) in respect of USF, Registry Searches were conducted in the personal property lien registries of Ontario and Nova Scotia.

57. The Registry Searches disclose the following:

(a) The Bank of New York Mellon, as administrative agent and collateral agent under the UST Credit Agreements, has two registrations against each of the Canadian

Debtors in all jurisdictions searched, with the exception that The Bank of New York Mellon has one registration against USF in Nova Scotia;

(b) Alter Domus Products Corp., as administrative agent and collateral agent under the B-2 Term Loan Agreement, and/or Cortland Products Corp., as initial administrative agent and collateral agent under the B-2 Term Loan Agreement, has registrations against each of the Canadian Debtors in all jurisdictions searched;

(c) Citizens Business Capital, as administrative and collateral agent under the ABL Loan Agreement, has registrations against each of the Canadian Debtors in all jurisdictions searched, with the exception that Citizens Business Capital does not have a registration against USF (a dormant entity) in Ontario;

(d) in addition to the registrations in respect of the Company's funded debt, there are various registrations against YRF Freight Canada in certain of the jurisdictions searched relating to: (i) specific equipment and motor vehicles; and (ii) garage keeper's liens or repairer's liens.

IV. EVENTS PRECIPITATING THE CHAPTER 11 CASES

58. A confluence of factors has led to the commencement of the Chapter 11 Cases to effectuate an orderly wind-down of Yellow's operations, and these corresponding recognition proceedings.

A. COVID-19

59. During 2019, the freight industry experienced a recession. This recession appeared to have stabilized in the first quarter of 2020. However, beginning the last two weeks of March, the freight

industry and the economy at large experienced a precipitous and significant decline in economic activity due to the impact of the 2019 novel coronavirus disease ("**COVID-19**").

60. The COVID-19 pandemic and related economic repercussions created significant uncertainty and resulted in a material decrease in the shipping volume that was expected during 2020 by both Yellow and the industry as a whole. This market downcycle forced Yellow to take various steps in late March and early April 2020 to preserve liquidity, including layoffs, furloughs, further eliminations of short-term incentive compensation and reductions in capital expenditures, and deferment of payments to various parties. Yellow also benefited from the Coronavirus Aid, Relief, and Economic Security Act (the "**CARES Act**"), which provided temporary relief related to the payment of employer payroll taxes and non-union pension payments, and $700 million of financing from United States Department of Treasury (the "**US Treasury**") under the UST Credit Agreements made available to the Company pursuant thereto.

B. One Yellow - Blocked Operational Restructuring

61. The timing of the COVID-19 pandemic and related market downcycle coincided with Yellow's efforts to implement an operational restructuring.

62. In 2019, Yellow announced the multi-year "One Yellow" operational restructuring initiative, which was intended to transform Yellow's legacy businesses into a unified national platform. One Yellow was a critical strategic initiative designed to, among other things, enable the Company to operate efficiently, enhance customer service, increase productivity, strengthen financial results, and importantly, operate without internal competition among its affiliated subsidiary companies. Ultimately, the implementation of One Yellow was intended to enable

Yellow to successfully compete with the non-union LTL carriers that dominate the market, and allow Yellow to provide a competitive, super-regional service –like FedEx.

63. One Yellow contemplated implementation through three phases, with implementation to be completed by early 2023. Phase 1 of One Yellow, which was focused on Western operations, launched with Union support in August 2022, and the preliminary results were very positive. Accordingly, Yellow began preparing for Phase 2, which focused on operations on the Northeast, Midwest and Southeast – covering approximately 70% of Yellow's network. Yellow planned to implement and complete Phase 2 by the end of 2022 and to begin and complete the final Phase 3 implementation (focused on operations in Central and Southern regions – covering approximately 10% of Yellow's network) in early 2023.

64. While the implementation of Phase 1 was successful and had positive results, Phase 2 was met with heavy resistance by the Union and each proposal Yellow made for its implementation was ultimately rejected.

65. The inability to implement the next phases of One Yellow meant that Yellow could not achieve the expected improvements for the 80% of Yellow's network that Phase 2 and Phase 3 were intended to address. The inability to proceed with One Yellow cost Yellow the operational savings of approximately $22.85 million per month that Yellow should have been able to achieve.

66. The inability to implement Phase 2 cost Yellow at least $137 million in adjusted EBITDA and created a liquidity crisis. As a result, Yellow was forced to take cash-conservation measures, including deferring the Contributions, as described above.

C. Near-Term Liquidity Issues

67. Due to Phase 2 and Phase 3 of One Yellow not being implemented, the projected savings and increased revenues from implementation of the One Yellow operational restructuring were not realized. As a result, Yellow has been operating at a loss and rapidly exhausting its liquidity.

68. Further, the overall LTL industry has been experiencing challenging business conditions. Last year, as the manufacturing sector's strength began to waver, demand for LTL capacity decreased. The first quarter of 2023 was characterized by soft demand, and Yellow did not experience the typical seasonal uplift in demand during the second half of the first quarter.

69. This combination of economic headwinds and a liquidity crisis created a perfect storm. Accordingly, Yellow retained the services of Alvarez & Marsal North America, LLC, as financial advisor, and legal counsel to consider potential alternatives to address Yellow's liquidity issues. The liquidity crisis necessitated Yellow obtaining waivers of certain covenants under its current credit agreements which it obtained on July 7, 2023.

70. With liquidity deteriorating, Yellow was forced to take cash-conservation measures, including ceasing to pay certain bills in the ordinary course.

71. As of June 30, 2023, Yellow had an approximately $485 million term loan that matures in June 2024 and $737 million US Treasury loans that mature in September 2024. Yellow must refinance its approximately $1.2 billion in debt before it matures.

72. Yellow's stock price has sharply declined over the last ten months and credit-rating agencies have steadily downgraded Yellow.

D. Union Strike Threat and Denial of TRO Motion

73. On July 17, 2023, the Union, on behalf of all local unions affected by Yellow's deferral of the Contributions to the Central States, gave a 72-hour notice that the affected local unions were authorized and intended to strike on or after July 24, 2023.

74. On July 19, 2023, Yellow sought a temporary restraining order and preliminary injunction from the U.S. District Court for the District of Kansas in order to, among other things, enjoin the Union from engaging in a strike work stoppage, slow down, or interruption of work (the "**TRO Motion**"). On July 20, 2023, the Union opposed Yellow's request for a temporary restraining order and preliminary injunction. The U.S. District Court for the District of Kansas ruled on July 21, 2023, denying the TRO Motion on the basis that the court lacked jurisdiction to do so.

75. Yellow and the Union engaged in negotiations thereafter to avert the threatened strike. As a result of these discussions, and the Union's direct request, the Central States agreed to extend benefits for workers at certain Yellow operating companies for 30 days and the strike was averted.

76. Although the strike was cancelled, the threat of strike was devastating to the Company's business, leading to Yellow's customers dropping the Company as a carrier and irreparably harming Yellow as a going-concern business. In addition, certain of Yellow's banking partners exercised protective measures, such as taking steps to establish significant cash reserves. As a result, Yellow's financial position continued to deteriorate.

77. In the circumstances, facing a dire liquidity shortfall and no prospects for the significant additional financing required to complete a turnaround of the business, shortly prior to the Petition Date, the Debtors' management team, with the assistance of the Company's advisors, determined

that it is appropriate to clear the Debtors' freight network, close their facilities and commence layoffs of their workforce, and began taking the first steps towards implementing a full scale wind-down of their business operations in order to maximize value and minimize the impact of the shutdown for all stakeholders.

78. Yellow discontinued accepting additional shipments during the week of July 24, 2023. On July 28, 2023, the Company terminated approximately 3,500 employees who executed release agreements in consideration for severance payments from the Company. On July 30, 2023, the Company sent notice to certain unions that it was laying-off approximately 22,000 union employees.

79. On August 6, 2023, the Debtors proceeded to commence the Chapter 11 Cases in order to pursue an orderly wind-down of their estates.

E. DIP Financing

80. The Debtors have negotiated interim financing ("**DIP Financing**") in an aggregate amount of up to $142.5 million of new money over four draws. The Debtors, with the assistance of their advisors, have determined that they must obtain incremental liquidity to address their post-petition financing needs. Access to the incremental liquidity to be provided by the proposed DIP Financing will provide the Debtors with the means to maintain limited operations and to effectuate the orderly wind-down of operations and sale of the Debtors' extensive assets, which includes a substantial real estate portfolio and thousands of operational trucks and trailers. If approved by the U.S. Bankruptcy Court, additional information with respect to the DIP Financing will be provided to the Court in connection with the Applicant's request for recognition of the U.S. DIP Order.

V. RELIEF SOUGHT

A. Interim Stay Order

81. By operation of the U.S. Bankruptcy Code, the Debtors (including the Canadian Debtors) obtained the benefit of an automatic stay of proceedings upon the filing of the Petitions with the U.S. Bankruptcy Court. The proposed Interim Stay Order provides for a stay of proceedings in favour of the Canadian Debtors in Canada, as well as a stay of proceedings in favour of the Yellow Parent, the Company's ultimate parent entity, in respect of its business and property in Canada. The proposed Interim Stay Order also provides for a stay of proceedings in favour of the directors and officers of the Canadian Debtors and the Yellow Parent in Canada. The proposed Interim Stay will give effect in Canada to the stay of proceedings in the Chapter 11 Cases and provide stability and preserve the value of the Canadian Business.

82. Since the Canadian Business is conducted primarily in Canada, it is important for the Canadian Debtors and the Yellow Parent to be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order. It is critical to the preservation of the value of the Canadian Business and Yellow's overall efforts to implement an orderly wind-down that the Interim Stay is granted to protect against the exercise of rights or remedies against the Canadian Debtors and/or the Yellow Parent in Canada.

B. Additional Relief Expected to be Sought

83. As discussed above, the Debtors will be seeking entry of certain First Day Orders, including the Foreign Representative Order, at the First Day Hearing scheduled to be heard by the U.S. Bankruptcy Court on August 9, 2023. If the U.S. Bankruptcy Court grants the requested

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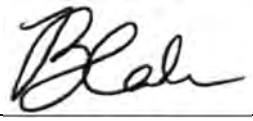
orders, the orders are expected to be available shortly thereafter. Once the Foreign Representative Order has been issued by the U.S. Bankruptcy Court, the Yellow Parent will return before this Court to seek the Initial Recognition Order and the Supplemental Order.

84. Further information in respect of the relief to be sought with respect to the Initial Recognition Order and the Supplemental Order will be provided to the Court in advance of the hearing in respect thereof.

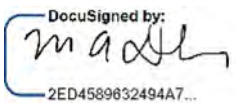
VI. CONCLUSION

85. I believe that the relief sought in the proposed Interim Stay Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for the benefit of a broad range of stakeholders. The requested relief will provide the Yellow group, including the Canadian Debtors and the Yellow Parent, with the opportunity to pursue an orderly liquidation in the Chapter 11 Cases with a view to maximizing value.

SWORN before me by videoconference on this 7th day of August, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the Village of Alexandria Bay in the State of New York, United States of America and I was located in the City of Toronto in the Province of Ontario.



A Commissioner for taking affidavits
Name: Brennan Caldwell
LSO# 81627N



Matthew A. Doheny

Court File No. CV-23-00704038-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

106

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn August 7, 2023)

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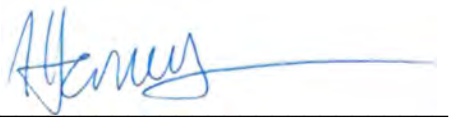
THIS IS EXHIBIT "D"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 22nd DAY OF SEPTEMBER, 2023



Commissioner for Taking Affidavits

Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn August 24, 2023)

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn August 24, 2023)

I, Matthew A. Doheny, of the Village of Alexandria Bay, in the State of New York, United States of America, **MAKE OATH AND SAY**:

I. INTRODUCTION

1. I am the Chief Restructuring Officer of Yellow Corporation (the "**Yellow Parent**"). I was appointed as the Chief Restructuring Officer by the Board of Directors of the Yellow Parent (the "**Board**") on July 19, 2023. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records of YRC Freight Canada Company ("**YRC Freight Canada**"), YRC Logistics Inc. ("**YRC Logistics**"), USF Holland International Sales Corporation ("**USF**") and 1105481 Ontario Inc. ("**1105481**", and collectively with YRC Freight Canada, YRC Logistics and USF, the "**Canadian Debtors**"), and the other Debtors (as defined below). Prior to becoming the Chief Restructuring Officer, I was a member of the Board

beginning in 2011 and served as Chairman of the Board from 2019 until July 31, 2023, when I resigned from the Board. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others or public sources. Where I have obtained information from others or public sources I have stated the source of that information and believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. This affidavit supplements my affidavit sworn on August 7, 2023 (the "**Initial Affidavit**") and is sworn in support of an application by the Yellow Parent, in its capacity as the Foreign Representative (as defined below), for the following orders:

(a) an order (the "**Initial Recognition Order**"), substantially in the form attached as Tab 2 to the Yellow Parent's Supplemental Application Record, among other things:

(i) recognizing the Yellow Parent as the Foreign Representative in respect of the Chapter 11 Cases (as defined below); and

(ii) recognizing the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors; and

(b) an order (the "**Supplemental Order**"), substantially in the form attached as Tab 4 to the Yellow Parent's Supplemental Application Record, among other things:

(i) recognizing certain orders issued by the U.S. Bankruptcy Court (as defined below);

(ii) granting a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada;

(iii) appointing Alvarez & Marsal Canada Inc. ("**A&M**") as information officer in respect of these proceedings (in such capacity, the "**Information Officer**"); and

(iv) granting the Administration Charge, the D&O Charge and the DIP Charge (each as defined below).

II. OVERVIEW

3. On August 6, 2023 (the "**Petition Date**"), the Yellow Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), commenced cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") by filing voluntary petitions (the "**Petitions**") for relief under chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**"). The Chapter 11 Cases have been assigned to the Honourable Judge Goldblatt.

4. Certified copies of the Petitions filed by the Yellow Parent and each of the Canadian Debtors are attached hereto as Exhibits "A", "B", "C", "D" and "E".

5. On August 8, 2023, the Yellow Parent, in its capacity as the proposed foreign representative of the Chapter 11 Cases (the "**Foreign Representative**"), brought an application before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") for an order (the "**Interim Stay Order**") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-

36, as amended (the "**CCAA**") and Section 106 of the *Courts of Justice Act*, RSO 1990, c C.43, among other things, granting a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada.

6. The Interim Stay Order was necessary to give effect in Canada to the automatic stay of proceedings arising under the U.S. Bankruptcy Code upon the filing of the Petitions. A copy of the Interim Stay Order is attached to this affidavit as Exhibit "F".

7. As discussed further below, on August 9, 2023, following a hearing (the "**First Day Hearing**") in respect of the first-day motions filed by the Debtors (the "**First Day Motions**", and the orders entered by the U.S. Bankruptcy Court in respect thereof, the "**First Day Orders**"), the U.S. Bankruptcy Court granted certain First Day Orders, including the Foreign Representative Order (as defined below) authorizing the Yellow Parent to act as the Foreign Representative for purposes of these recognition proceedings. In addition, in the period following the First Day Hearing, the U.S. Bankruptcy Court also entered certain additional First Day Orders and certain second interim orders (collectively with the First Day Orders, the "**U.S. Orders**"), as further discussed below.

8. The Foreign Representative now seeks from this Court the issuance of the Initial Recognition Order and the Supplemental Order.

9. Background information with respect to the Debtors, including the Canadian Debtors and the Canadian Business, and the reasons for the initiation of the Chapter 11 Cases, are set out in the Initial Affidavit, as well as the declaration dated August 7, 2023, that I swore in support of the

Chapter 11 Cases (the "**First Day Declaration**"), a copy of which is attached as Exhibit "B" to the Initial Affidavit.

10. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Initial Affidavit. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to United States Dollars.

III. UPDATE ON MATTERS SINCE THE COMMENCEMENT OF THE CHAPTER 11 CASES

11. Following the initiation of the Chapter 11 Cases, the Debtors, including the Canadian Debtors, have, among other things, continued to advance steps relating to the wind-down of their business operations, communicate with their stakeholders, and advance their restructuring objectives.

12. Among other developments in the Chapter 11 Cases, the Debtors have worked diligently to obtain the First Day Orders from the U.S. Bankruptcy Court, including the Interim DIP and Cash Collateral Order.

13. As referenced in the Initial Affidavit, in connection with the commencement of the Chapter 11 Cases, the Debtors had negotiated DIP financing in an aggregate amount of up to $142.5 million of new money pursuant to a senior secured super-priority debtor-in-possession credit agreement (the "**B-2 DIP Credit Agreement**" and the facility set forth therein, the "**B-2 DIP Facility**") to be entered into with certain of the Debtors' prepetition lenders under the B-2 Term Loan Agreement (in their capacities as lenders under the B-2 DIP Facility, the "**B-2 DIP Lenders**"). To that end, as part of the First Day Motions, the Debtors filed a motion seeking, among other things,

authorization for the Debtors to enter into the B-2 DIP Credit Agreement and borrow under the B-2 DIP Facility (the "**DIP Motion**"), which attached proposed interim orders regarding the B-2 DIP Facility and the use of cash collateral of certain of the prepetition secured parties (the "**Proposed Interim DIP and Cash Collateral Order**") and the use of cash collateral of the Prepetition UST Secured Parties (as defined below) (the "**Proposed Interim UST Cash Collateral Order**"). Copies of the declarations sworn in support of the DIP Motion by representatives of Ducera Partners LLC, the Debtors' investment banker, and Alvarez & Marsal North America, LLC ("**A&M US**"), the Debtors' financial advisor, are attached hereto as Exhibits "G" and "H", respectively (collectively, the "**DIP Declarations**").

14. As described in the DIP Declarations, the B-2 DIP Facility consisted of, among other things: (a) a multi-draw debtor-in-possession term loan in an aggregate principal amount of $142.5 million; and (b) a full "roll-up" of the B-2 DIP Lenders' B-2 Term Loans (approximately $501.5 million) into the B-2 DIP Facility such that the B-2 DIP Lenders' B-2 Term Loans would become obligations under the B-2 DIP Credit Agreement.

15. In advance of the First Day Hearing, the Debtors received two unsolicited proposals for alternative DIP financing: one proposal from MFN Partners, L.P. ("**MFN Partners**"), the Yellow Parent's largest existing shareholder, and a second proposal from Estes Express Lines ("**Estes**"), a third-party competitor of the Company. Accordingly, the Debtors determined in the circumstances to adjourn the hearing of the DIP Motion in order to allow additional time to explore the alternative DIP financing proposals. In addition, the Debtors also adjourned the motions in respect of the Interim Taxes Order and the Interim Utilities Order (each as defined below) (collectively with the DIP Motion, the "**Adjourned First Day Motions**").

16. The First Day Hearing was heard by Judge Goldblatt on August 9, 2023, at which the Debtors proceeded with their First Day Motions (other than the Adjourned First Day Motions).

17. On August 11, 2023, the Debtors proceeded with a status conference in respect of matters relating to their DIP financing efforts, and also obtained from the U.S. Bankruptcy Court the Interim Taxes Order and the Interim Utilities Order.

18. On August 16, 2023, the Unites States Trustee for the District of Delaware appointed an official committee of unsecured creditors in the Chapter 11 Cases.

19. A further status conference was held before the U.S. Bankruptcy Court on August 17, 2023, at which, among other things, the Debtors advised the U.S. Bankruptcy Court that Citadel Credit Master Fund LLC ("**Citadel**") had acquired all of the B-2 Term Loans, and that the Debtors believed they had reached agreement in principle on their proposed DIP financing arrangement that was supported by all of the Debtors' prepetition lenders. The DIP financing arrangement contemplated, among other things, that Citadel and MFN Partners would provide DIP financing to the Debtors and that, in connection therewith, Estes would submit a "stalking horse bid" to purchase the Debtors' real property for a purchase price of $1.3 billion.

20. The Debtors advised the U.S. Bankruptcy Court that further time was needed to negotiate and finalize documentation, and that upon obtaining approvals from necessary parties, the Debtors would submit a revised Proposed Interim DIP and Cash Collateral Order and a revised Proposed Interim UST Cash Collateral Order under certification of counsel. On August 18, 2023, the Debtors submitted the revised orders under certification of counsel and the U.S. Bankruptcy Court

entered the Interim DIP and Cash Collateral Order and the Interim UST Cash Collateral Order (each as defined below).

21. On August 21, 2023, the Debtors obtained from the U.S. Bankruptcy Court certain second interim orders in respect of certain of the First Day Orders, as set out further below.

22. The U.S. Orders for which the Yellow Parent, as Foreign Representative, seeks recognition in Canada pursuant to the Supplemental Order are set out in further detail in Section V.C of this affidavit.

IV. ADDITIONAL INFORMATION REGARDING THE CANADIAN DEBTORS

23. The Initial Affidavit at Section III provides information regarding the Canadian Debtors and the Canadian Business. This section provides certain additional information regarding the Canadian Debtors and the Canadian Business, and should be read in conjunction with Section III of the Initial Affidavit.

A. Financial Information Relating to the Canadian Debtors

24. Other than unaudited financial statements prepared annually for Canadian income tax purposes, financial statements have not historically been prepared for the Canadian Debtors. Rather, the Company's finance and accounting team reports on the financial position and results of the Canadian Business through unaudited, internal trial balances.

25. Attached hereto as Exhibit "I" is a summary balance sheet for YRC Freight Canada, YRC Logistics and 1105481, which has been prepared based on unaudited, internal trial balances as at June 30, 2023, and which excludes any obligations in respect of Yellow's funded indebtedness of

an aggregate amount of approximately $1.2 billion (which indebtedness is described in further detail in the Initial Affidavit and the First Day Declaration). As noted in the Initial Affidavit, USF is a dormant company with no operations, employees or assets.

26. As at June 30, 2023, YRC Freight Canada, YRC Logistics and 1105481, collectively, had total assets of approximately $91,428,529 and total liabilities of approximately $26,538,891, excluding the obligations of YRC Freight Canada, YRC Logistics and 1105481 as guarantors of Yellow's funded indebtedness.

B. Cash Management System and Intercompany Transactions[1]

27. The Debtors generally maintain two distinct cash management systems (the "**USA Cash Management System**" and the "**Canada Cash Management System**", and collectively, the "**Cash Management Systems**"). The Debtors use the Cash Management Systems to collect, transfer, and disburse funds and to facilitate cash monitoring, forecasting, and reporting. The Debtors' treasury department, which operates out of the United States, maintains daily oversight of the Cash Management Systems and implements cash management controls for accepting, processing, and releasing funds, including in connection with Intercompany Transactions (as defined below).

[1] Capitalized terms used in this Section IV.B and not otherwise defined have the meanings given to them in the Debtors' motion for the Interim Cash Management Order (as defined below), a copy of which is attached hereto as Exhibit "J".

28. The Canada Cash Management System is comprised of 14 bank accounts that handle the primary collection and distribution of funds throughout the Canada Cash Management System (the "**Canada Bank Accounts**"). The Canada Bank Accounts consist of the following:

(a) eight bank accounts at the Bank of Nova Scotia;

(b) four bank accounts at JPMorgan Chase & Co.;

(c) one bank account at Wells Fargo Bank; and

(d) one bank account at Toronto-Dominion Bank.

29. Cash generated by revenues from YRC Freight Canada's operations is generally funded in two ways: (a) if YRC Freight Canada or YRC Inc. ("**YRC Freight**"), the parent entity of YRC Freight Canada, receives customer receipts denominated in Canadian currency, into the Canada CAD Collection Account; and (b) if YRC Freight Canada or YRC Freight receives customer receipts denominated in U.S. currency, into the Canada USD Collection Account. Both the Canada CAD Collection Account and the Canada USD Collection Account are accounts of YRC Freight Canada maintained with JPMorgan Chase & Co.

30. Cash collected in the Canada CAD Collection Account is automatically transferred to YRC Freight Canada's main bank account for Canadian operations located at the Bank of Nova Scotia (the "**YRCF Canada Concentration Account**"). Cash collected in the Canada USD Collection Account is wired by the Debtors' treasury department into the Debtors' main bank account for operations (the "**USA Concentration Account**") as needed. In addition, the USA Concentration Account occasionally funds the Canada Bank Accounts for purposes of Canadian operations.

31. On a monthly basis, the Debtors' treasury department funds a Canadian-specific disbursement account designated for payments to third-party vendors, suppliers and service providers and to the YRCF Canada Concentration Account in an amount determined under the service agreement between YRC Freight and YRC Freight Canada for operations. Balances in the YRCF Canada Concentration Account, the Canadian payroll accounts, and the Canadian disbursement account are adjusted as needed by the Debtors' treasury department electronically.

32. In the ordinary course of business, the Debtors, including the Canadian Debtors, engage in routine business relationships with each other and non-Debtor affiliates (such transactions, the "**Intercompany Transactions**"), resulting in intercompany receivables and payables (the "**Intercompany Balances**"). The Debtors generally account for and record all Intercompany Transactions and Intercompany Balances in their centralized accounting system, the results of which are recorded on the Debtors' balance sheets and regularly reconciled.

33. Each of YRC Freight Canada, YRC Logistics and 1105481 engage in Intercompany Transactions in the ordinary course of the Canadian Business, giving rise to Intercompany Balances. As at June 30, 2023, on a net basis:

(a) YRC Freight Canada had a net receivable position of approximately $8.3 million from other entities in the Yellow group;

(b) YRC Logistics had a net receivable position of approximately $0.9 million from other entities in the Yellow group; and

(c) 1105481 was in a small net receivable position of less than $500.

34. In addition to Intercompany Transactions, the Debtors also enter into certain intercompany loans (the "**Intercompany Loans**") from time to time. I understand based on the Company's books and records that certain of the Canadian Debtors are party to the following Intercompany Loans:

(a) YRC Freight Canada, as payor, is party to that certain Promissory Note dated as of August 13, 2010 in favour of YRC Logistics, as payee, in an aggregate outstanding principal amount of approximately CDN$3.7 million as at the Petition Date;

(b) the Yellow Parent, as payor, is party to that certain Amended and Restated Promissory Note dated as of November 1, 2013 in favour of YRC Freight Canada, as payee, in an aggregate outstanding principal amount of approximately $31 million as at the Petition Date;

(c) YRC Freight, as payor, is party to that certain Intercompany Note dated as of December 1, 2013 in favour of YRC Freight Canada, as payee, in an aggregate outstanding principal amount of approximately CDN$5.9 million as at the Petition Date; and

(d) as at June 30, 2023, YRC Freight Canada has recorded an investment in affiliate of approximately $4.5 million, representing an investment by YRC Freight Canada in 41.1% of the common shares of YRC Transportation, S.A. de C.V., a Mexican subsidiary of Yellow.

35. As discussed below, as part of the First Day Motions, the Debtors obtained the Interim Cash Management Order, among other things, authorizing the Debtors, including the Canadian

Debtors, to continue to operate their Cash Management Systems and continue to perform the Intercompany Transactions consistent with past practice. The Yellow Parent, as Foreign Representative, is seeking recognition of the Interim Cash Management Order in these recognition proceedings.

C. Employee Matters

36. As described in the Initial Affidavit, as of approximately July 27, 2023, YRC Freight Canada had approximately 584 employees, approximately 421 of whom are unionized employees. Over the course of approximately July 28 – August 1, 2023, all of the Canadian unionized employees were placed on lay-off and all but approximately 65 non-unionized employees were terminated. Shortly thereafter, the Debtors paid approximately $4 million in respect of severance amounts and statutory termination pay, as applicable, to eligible employees.

37. As discussed in further detail in the Debtors' motion filed in support of the Interim Wages Order (as defined below) (the "**Wages Motion**"), a copy of which is attached hereto as Exhibit "K", as at the Petition Date, the Debtors had various prepetition employee-related obligations outstanding, including with respect to Canadian employee obligations. The Debtors have no active defined benefit pension plans in Canada. The Debtors' prior plan has been wound up and all benefits have been settled.

38. As discussed further below, the Second Interim Wages Order (as defined below), which has superseded the Interim Wages Order, grants various relief to the Debtors with respect to employee related obligations, including, among other things, with respect to the payment of prepetition and postpetition obligations (subject to the terms of the Second Interim Wages Order).

As discussed below, the Debtors expect the Interim Wages Amount (as defined below) to be sufficient to pay all wages and associated benefit payments relating to current and former Canadian employees, whether relating to the period prior to or after the Petition Date.

39. Pursuant to the Interim DIP and Cash Collateral Order, the Debtors are not permitted to make payments in respect of accrued paid time off obligations on account of employees terminated prior to the Petition Date until all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims, obligations and liens granted to the DIP Secured Parties, the Prepetition Secured Parties, and the Prepetition UST Secured Parties under the Interim DIP and Cash Collateral Order and the Interim UST Cash Collateral Order (inclusive of the UST Adequate Protection Obligations and the Prepetition UST Secured Obligations), have been indefeasibly paid in full in cash.[2] In Canada, the accrued vacation pay obligations on account of employees terminated or laid off prior to the Petition Date totaled approximately $2.45 million as of July 24, 2023.

V. RELIEF SOUGHT

A. Recognition of Foreign Main Proceedings

40. The Chapter 11 Cases have been commenced to preserve the value of the Company and provide a forum to effectuate an orderly, value-maximizing wind-down of its business for the benefit of all parties in interest. As described in detail in the Initial Affidavit, in particular at

[2] Capitalized terms used in this sentence have the meanings given to them in the Interim DIP and Cash Collateral Order, a copy of which is attached hereto as Exhibit "M".

paragraphs 54 to 55 thereof, the Canadian Debtors are integrated members of the broader Yellow group.

41. Pursuant to the proposed Initial Recognition Order, the Yellow Parent, as the Foreign Representative, seeks recognition of the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors under Part IV of the CCAA to preserve and protect the value of the Canadian Business in Canada while the Debtors pursue their restructuring efforts in the Chapter 11 Cases.

B. Stay of Proceedings in Canada

42. By operation of the U.S. Bankruptcy Code, the Debtors (including the Canadian Debtors) obtained the benefit of an automatic stay of proceedings upon the filing of the Petitions with the U.S. Bankruptcy Court. In issuing the Interim Stay Order, this Court granted a stay of proceedings in favour of the Canadian Debtors and the Yellow Parent in respect of its business and property in Canada, as well as a stay of proceedings in favour of the directors and officers of the Canadian Debtors and the Yellow Parent in Canada.

43. Under the proposed Supplemental Order, the Foreign Representative is seeking the same stay of proceedings granted pursuant to the Interim Stay Order.

44. As set out in the Initial Affidavit, it is critical to the preservation of the value of the Canadian Business and Yellow's overall efforts to implement an orderly wind-down that the Canadian Debtors and the Yellow Parent be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order.

C. Recognition of Certain U.S. Orders

45. Pursuant to the proposed Supplemental Order, the Foreign Representative seeks recognition by this Court of the following U.S. Orders that have been entered by the U.S. Bankruptcy Court.

(i) Foreign Representative Order

46. A certified copy of the Order (I) Authorizing Yellow Corporation to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505, and (II) Granting Related Relief (the "**Foreign Representative Order**") is attached as Exhibit "L" hereto.

47. The Foreign Representative Order authorizes the Yellow Parent to act as the Foreign Representative on behalf of the Debtors' estates pursuant to the U.S. Bankruptcy Code.

(ii) Interim DIP and Cash Collateral Order

48. A copy of the Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the "**Interim DIP and Cash Collateral Order**") is attached as Exhibit "M" hereto.

(a) DIP Financing[3]

49. As described in further detail in the DIP Declarations, the Debtors require DIP financing to preserve the value of their assets, execute a comprehensive and efficient sale process, wind-down their affairs, and pay remaining employees for their work during this period. The Debtors' liquidity position rapidly deteriorated in the weeks leading up to the Petition Date, and with the assistance of their advisors, the Company determined that it must obtain incremental liquidity to address these postpetition financing needs. Access to DIP financing is vital to preserving and maximizing the value of the Debtors' estates (including the Canadian Debtors' estates) for the benefit of all creditors during the Chapter 11 Cases and these recognition proceedings.

50. As described above, in connection with commencing the Chapter 11 Cases, the Debtors had negotiated the B-2 DIP Credit Agreement with certain of the Debtors' prepetition lenders under the B-2 Term Loan Agreement pursuant to which the B-2 DIP Lenders agreed to provide the B-2 DIP Facility, consisting of: (a) a multi-draw debtor-in-possession term loan in an aggregate principal amount of $142.5 million; and (b) a full "roll-up" of the B-2 DIP Lenders' B-2 Term Loans into the B-2 DIP Facility. The Debtors subsequently received two unsolicited DIP financing proposals in advance of the First Day Hearing, adjourned the DIP Motion and worked to advance and negotiate improved DIP financing terms.

51. On August, 18, 2023, the Debtors filed a Notice of DIP Financing Term Sheet and Budget, attaching a Debtor-In-Possession Credit Facility Term Sheet (the "**DIP Term Sheet**") entered into by and among each of the Debtors, MFN Partners, as Junior DIP Lender (as defined below),

[3] Capitalized terms used in this section and not otherwise defined have the meanings given to them in the DIP Term Sheet (as defined below).

Citadel (by its manager, Citadel Advisors LLC), as Postpetition B-2 Lender (as defined below), and Old Dominion Freight Line, Inc., as the Stalking Horse Purchaser (as defined below), and the Interim DIP and Cash Collateral Order under certification of counsel, which order was granted by the U.S. Bankruptcy Court as noted above.

52. Pursuant to the Interim DIP and Cash Collateral Order, the Yellow Parent is authorized, on an interim basis, to obtain $142.5 million in new money DIP financing pursuant to the DIP Term Sheet, which provides for DIP financing consisting of:

(a) a junior secured, superpriority debtor-in-possession multi-draw term loan facility (the "**Junior DIP Facility**") by and among the Yellow Parent, as borrower, each direct or indirect subsidiary of the Yellow Parent formed in the United States and Canada which is a "Loan Party" under the B-2 Term Loan Agreement (which includes the Canadian Debtors), as guarantors, MFN Partners, as lender (in such capacity, together with any assigns, the "**Junior DIP Lender**"), and Alter Domus Products Corp., as administrative agent and collateral agent (in such capacity, the "**Junior DIP Agent**"), consisting of new money term loans in an aggregate principal amount of $42.5 million; and

(b) a senior secured, superpriority debtor-in-possession multi-draw term loan facility (the "**Postpetition B-2 Facility**" and, together with the Junior DIP Facility, the "**DIP Facilities**") provided by Citadel Credit Master LLC (in such capacity, together with any permitted assignee thereof, the "**Postpetition B-2 Lenders**") in an aggregate principal amount of $100 million, which is to constitute an incremental postpetition tranche of the B-2 Term Loan Agreement and is to be

governed by the B-2 Term Loan Agreement as in effect on the Petition Date, as superseded, supplemented and modified by the DIP Term Sheet and the Interim DIP and Cash Collateral Order, or an amendment to the B-2 Term Loan Agreement.

53. The DIP Term Sheet also provided for additional financing of up to $70 million to be made available by the Junior DIP Lender, at the Debtors' request following the final draws under the DIP Facilities, which additional financing would be provided junior to all of the Debtor's existing prepetition secured debt.

54. Certain of the key terms of the DIP Facilities are summarized below. Reference should be made to the DIP Term Sheet (which is attached as Exhibit 1 to the Interim DIP and Cash Collateral Order) for a detailed overview of the terms of the DIP Facilities:

	Summary of Certain Key Terms
Borrower	The Yellow Parent.
Guarantors	All obligations under the DIP Facilities, the DIP Term Sheet and the other DIP Loan Documents are unconditionally guaranteed, jointly and severally, (x) with respect to the Junior DIP Facility, on a junior priority secured basis and (y) with respect to the Postpetition B-2 Facility, on a *pari passu* secured basis with the Prepetition B-2 Obligations, in each case by each direct or indirect subsidiary of the Borrower formed in the United States and Canada which is a "Loan Party" under the B-2 Term Loan Agreement. Each of the Canadian Debtors are guarantors of the DIP Facilities.
Lenders; Agents	Junior DIP Lender: MFN Partners, L.P. and any assignee thereof. Junior DIP Agent: Alter Domus Products Corp. Postpetition B-2 Lender: Citadel Credit Master Fund LLC and any assignee thereof. Postpetition B-2 Agent: Alter Domus Products Corp.

	Summary of Certain Key Terms
Commitments; Funding	The Junior DIP Facility in an aggregate principal amount of $42.5 million and the Postpetition B-2 Facility in an aggregate principal amount of $100.0 million will be made available as follows, in each case allocated ratably between the Junior DIP Facility and the Postpetition B-2 Facility: (i) $60 million ($17.9 million of which shall be funded under the Junior DIP Facility and $42.1 million of which shall be funded under the Postpetition B-2 Facility) upon the U.S. Bankruptcy Court's entry of the Interim DIP and Cash Collateral Order; (ii) $37.5 million ($11.2 million of which shall be funded under the Junior DIP Facility and $26.3 million of which shall be funded under the Postpetition B-2 Facility) which is permitted to be borrowed on or after (x) the date that the Debtors file a revised form of order approving revised bidding procedures for one or more sales of all or substantially all of the Debtors' assets, which shall be in form and substance reasonably acceptable to the Junior DIP Lender and permitting the B-2 Lenders to credit bid the full amount of the B-2 Obligations, and (y) the parties have entered into final DIP Loan Documents in accordance with the applicable Documentation Principles; and (iii) $45 million ($13.4 million of which shall be funded under the Junior DIP Facility and $31.6 million of which shall be funded under the Postpetition B-2 Facility) which is permitted to be borrowed on or after the date that the U.S. Bankruptcy Court has entered a final order (the "**Final DIP Order**") approving the DIP Facilities (the "**Third Draw**").
Priority	The Junior DIP Facility shall be secured by, among other things, (i) a lien on the B-2 Priority Collateral that is junior to the B-2 Secured Parties' lien on such collateral, but senior to the Prepetition ABL Secured Parties' and UST Secured Parties' lien on such collateral, and (ii) junior liens on the Collateral securing the obligations of the Prepetition Secured Parties (other than as expressly set forth above with respect to the B-2 Priority Collateral). The Postpetition B-2 Facility shall have the same priority as the B-2 Secured Parties' prepetition liens on all Collateral, as set forth in the Intercreditor Agreement and in the DIP Term Sheet, including, for the avoidance of doubt, first priority liens on all B-2 Priority Collateral, *pari passu* with the B-2 Secured Parties' existing liens on the B-2 Priority Collateral, and senior to the Junior DIP Liens, and the liens of the Prepetition ABL Secured Parties and UST Secured Parties, on the B-2 Priority Collateral. For clarity, with respect to the Canadian Collateral (as defined below), the liens securing the Junior DIP Facility and the Postpetition B-2 Facility shall be junior to the Administration Charge and the D&O Charge.
Roll-Up	None.

	Summary of Certain Key Terms
Certain Milestones	(i) No later than 15 calendar days after the Petition Date, the U.S. Bankruptcy Court shall have entered the Interim DIP and Cash Collateral Order and the Interim UST Cash Collateral Order, each in form and substance satisfactory to the Junior DIP Lender, the Junior DIP Agent, the B-2 Agent, and the B-2 Lenders; (ii) By no later than 15 calendar days after entry of the Interim DIP and Cash Collateral Order, this Court shall have issued the Initial Recognition Order and the Supplemental Order (providing for, among other things, recognition of the Interim DIP and Cash Collateral Order); (iii) By no later than 30 calendar days after the Petition Date, the U.S. Bankruptcy Court shall have entered a final order approving procedures for one or more sales of all or substantially all of the Debtors' assets in form and substance in all material respects acceptable to the Junior DIP Lender and permitting the B-2 Lenders (or the B-2 Agent on behalf of the B-2 Lenders) to credit bid the full amount of the B-2 Obligations (the "**Bidding Procedures Order**"); (iv) By no later than 15 calendar days after entry of the Final DIP Order, the Yellow Parent, in its capacity as the Foreign Representative on behalf of the Debtors, shall have filed a motion with this Court for the recognition of, and the Court shall have issued, an Order recognizing the Final DIP Order; (v) No later than 45 calendar days after the Petition Date, the U.S. Bankruptcy Court shall have entered the Final DIP Order, in form and substance satisfactory in all material respects to the Junior DIP Lender, the Junior DIP Agent, the B-2 Agent, and the B-2 Lenders; (vi) No later than 90 calendar days after the Petition Date, the Debtors shall have received unique, non-duplicative binding cash bids for the B-2 Priority Collateral pursuant to the Bidding Procedures Order that would generate, in the aggregate, net cash proceeds of at least $250 million; and (vii) No earlier than 120 calendar days after the Petition Date and no later than 150 days after the Petition Date (which deadlines may be extended pursuant to the terms of the DIP Term Sheet), the Debtors shall have consummated one or more sales of all or substantially all of their assets in accordance with the Bidding Procedures Order that generates net cash proceeds in respect of the B-2 Priority Collateral of at least 100% of outstanding obligations under the Junior DIP Facility and the B-2 Obligations and shall have indefeasibly repaid the B-2 Obligations and outstanding obligations under the Junior DIP Facility in full in cash.
Interest; Fees	Junior DIP Facility: • *Interest Rate*: All amounts outstanding under the Junior DIP Facility will bear interest 15.00% per annum and shall be paid in cash on the last Business Day of each month. • *Default Interest*: During the continuance of an Event of Default, the Junior DIP Loans and all other outstanding obligations under the Junior DIP Facility will bear interest at an additional 2.0% per annum above the interest rate otherwise applicable.

	Summary of Certain Key Terms
	• *DIP Fee*: As consideration for the Junior DIP Lender providing the Junior DIP Facility, the Borrower agrees to pay (or cause to be paid) to the Junior DIP Agent, for the account of the Junior DIP Lender, a closing fee (the "**DIP Closing Fee**") in an aggregate amount equal to 4.0% of the Junior DIP Facility. The DIP Closing Fee will be earned on the date of execution of the Junior DIP Facility. The DIP Closing Fee will be payable on the Maturity Date, only if the B-2 Obligations have first been indefeasibly paid in full in cash. • *Agency Fees*: As set forth in the Fee Letter. • *Nature of Interest and Fees*: Payable in cash and non-refundable under all circumstances. <u>Postpetition B-2 Facility</u>: • *Interest Rate*: All amounts outstanding under the Postpetition B-2 Facility will bear interest at the Alternate Base Rate (as defined in the B-2 Term Loan Agreement) plus 8.50% per annum and shall be paid in cash on the last Business Day of each month. • *Default Interest*: During the continuance of an Event of Default, the Postpetition B-2 Loans and all other outstanding obligations under the Postpetition B-2 Facility will bear interest at an additional 2.0% per annum above the interest rate otherwise applicable. • *Upfront Fee*: An amount (the "**Upfront Fee**") equal to 4.0% of the aggregate amount of the Postpetition B-2 Facility as of the date of the DIP Term Sheet (i.e., $4.0 million). The Upfront Fee will be paid-in-kind in full on the Closing Date. • *Agency Fees*: As set forth in the Amended and Restated Fee Letter. • *Nature of Interest and Fees*: Payable in cash (other than the Upfront Fee, which shall be paid-in kind) and non-refundable under all circumstances.
Bid Procedures / Stalking Horse Purchaser	In connection with the DIP Facilities and the Bidding Procedures Order, the Debtors shall enter into an Asset Purchase Agreement (the "**Stalking Horse Purchase Agreement**") pursuant to which Old Dominion Freight Line, Inc., as buyer (the "**Stalking Horse Purchaser**"), shall purchase some or all of the Debtors' right, title or interest in and to real property constituting Non-UST Tranche B Term Priority Collateral (as defined in the Intercreditor Agreement) (the "**Stalking Horse Purchase Properties**") for no less than $1.5 billion (the "**Stalking Horse Purchase Amount**"). The Stalking Horse Purchase Agreement shall, among other things: (i) provide that the Stalking Horse Purchaser's obligation to purchase the Stalking Horse Purchase Properties pursuant to the Stalking Horse Purchase Agreement shall not be conditioned on any contingency other than title; (ii) provide that any breakup fee shall not exceed $26 million and expense reimbursement payable to the Stalking Horse Purchaser shall not exceed $2 million; (iii) include a deposit equal to 5% of the Stalking Horse Purchase Amount;

	Summary of Certain Key Terms
	(iv) include a representation that the Stalking Horse Purchaser is a credit worthy entity with cash and/or financing commitments for the entire Stalking Horse Purchase Amount; (v) not include any limitation on Stalking Horse Purchaser damages; (vi) provide that the Stalking Horse Purchaser will act as a backup bidder, if applicable; (vii) provide that the Stalking Horse Purchaser shall pay any and all transfer taxes and real estate closing costs; (viii) be acceptable to the Junior DIP Lender, the B-2 Lenders, and the UST Secured Parties, with such acceptance not to be unreasonably withheld; (ix) provide that, provided it is consistent with, and not contrary to, the Debtors' fiduciary duties, closing shall occur no later than 150 calendar days after the Petition Date (which may be extended to 180 calendar days with (i) the written consent of the Prepetition ABL Agent, the B-2 Agent, and the UST Secured Parties (in each case such consent not to be unreasonably withheld), and (ii) the written consent of the Junior DIP Lender in its sole discretion); and (x) provide that the bid contemplated by the Stalking Horse Agreement shall remain effective for no less than 180 days.
Additional Commitment	Up to $70 million (the "**Additional Junior DIP Commitment**") to be made available by the Junior DIP Lender, at the Debtors' request following the Third Draw. To the extent drawn, the Additional Junior DIP Commitment shall accrue (i) interest at ABR plus 10.0% (paid once-monthly in cash) and (ii) an exit fee of 7.50% of the amount drawn shall be earned, due, and payable upon exit (such amounts to be paid in cash). The Additional Junior DIP Commitment (x) shall be fully junior and subordinated (including in right and payment) to the claims and liens of the Prepetition B-2 Lenders and B-2 Agent, the Prepetition ABL Secured Parties, and the UST Secured Parties, including their respective adequate protection claims and liens, and to the liens and claims of the Postpetition B-2 Lenders and B-2 Agent under the Postpetition B-2 Facility, including for the avoidance of doubt, to the payment and enforcement rights of each of the B-2 Secured Parties, the Prepetition ABL Secured Parties, and the UST Secured Parties, which rights with respect to the B-2 Secured Parties shall be consistent with and no less favorable than those set forth in the DIP Term Sheet and the Interim DIP and Cash Collateral Order or the Final DIP Order (as applicable), and (y) shall be made available to be drawn provided that prepetition senior secured claims outstanding shall not exceed at the time of such draw, in the aggregate, $1.435 billion.

55. The DIP Facilities, which are being provided on a consensual basis following extensive efforts on the part of the Debtors and their advisors, will provide the Debtors with access to up to $212.5 million (taking into account the Additional Junior DIP Commitment) of much needed

liquidity that will fund the Chapter 11 Cases, these recognition proceedings, and the Debtors' efforts to wind-down the business and maximize value for the benefit of the parties in interest. As of August 21, 2023, the first $60 million draw has been funded to the Debtors.

56. With respect to the liquidity needs of the Canadian Debtors, since the Petition Date, the Canadian Debtors have had sufficient funding based on cash on hand and accounts receivable without accessing the DIP Facilities to fund their immediate liquidity needs, other than the Company is funding the Prepetition ABL Agent, on behalf of the Canadian Debtors, amounts equal to 80% of the Canadian Debtors' accounts receivable collections as required pursuant to the Interim DIP and Cash Collateral Order (which requirement is discussed further below).

57. As referenced above, it is a milestone under the DIP Term Sheet that the Court shall have recognized the Interim DIP and Cash Collateral Order within 15 days of such order being entered by the U.S. Bankruptcy Court.

(b) Cash Collateral

58. Given the Debtors' immediate liquidity needs and the adjournment of the DIP Motion, on August 10, 2023, the U.S. Bankruptcy Court entered an Interim Order (I) Authorizing the Debtors to (A) Use Cash Collateral, and (B) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief (the "**Interim Cash Collateral Order**").

59. The Interim Cash Collateral Order, among other things, (a) authorized the Debtors to use Cash Collateral in accordance with an approved budget, (b) required the Debtors to (i) remit $16.5 million of ABL Cash Collateral to the Prepetition ABL Agent that was collected on or before

August 2, 2023, and (ii) commencing on the business day after the date of the Interim Cash Collateral Order, wire 80% of the amount of ABL Cash Collateral received on or after August 3, 2023 (to the extent not wired prior to the Petition Date) into a specified blocked account (or such other account as the Prepetition ABL Agent and the Yellow Parent may agree in writing from time to time), or otherwise deliver 80% of the ABL Cash Collateral received on or after August 3, 2023 to the Prepetition ABL Agent in a manner satisfactory to the Prepetition ABL Agent, and (c) authorized the Debtors to use Cash Collateral and provided adequate protection to the Prepetition Secured Parties (as defined in the Interim Cash Collateral Order).

60. The Interim DIP and Cash Collateral Order (along with the Interim UST Cash Collateral Order) superseded and replaced the Interim Cash Collateral Order upon its entry, provided that any adequate protection granted by the Interim Cash Collateral Order to the respective Prepetition Secured Parties for the period from the Petition Date until the entry of the Interim DIP and Cash Collateral Order survives and is reaffirmed and ratified pursuant to the Interim DIP and Cash Collateral Order.

61. Similar to the Interim Cash Collateral Order, the Interim DIP and Cash Collateral Order, among other things, (a) authorizes the Debtors to use all Cash Collateral in accordance with the DIP Loan Documents and Approved Budget (subject to Permitted Variances) (each as defined in the Interim DIP and Cash Collateral Order), and (b) directs the Debtors, beginning on the first business day after the date that the Interim DIP and Cash Collateral Order is entered, and on each business day thereafter following receipt of ABL Cash Collateral (as defined in the Interim DIP and Cash Collateral Order), unless previously paid, to (i) wire 80% of the amount of ABL Cash Collateral received on or after August 3, 2023 into a specified blocked account (or such other

account as the Prepetition ABL Agent and the Debtors may agree in writing from time to time), or (ii) otherwise deliver 80% of the ABL Cash Collateral received on or after August 3, 2023 to the Prepetition ABL Agent in a manner satisfactory to the Prepetition ABL Agent. The Interim DIP and Cash Collateral Order confirms that the Prepetition ABL Agent received $16.5 million constituting ABL Cash Collateral following the U.S. Bankruptcy Court's entry of the Interim Cash Collateral Order. In addition, the Interim DIP and Cash Collateral Order also provides for the granting of adequate protections to the Prepetition ABL Secured Parties and the Prepetition B-2 Secured Parties (each as defined in the Interim DIP and Cash Collateral Order), including payment of professional fees and interest during the Chapter 11 Cases.

(iii) *Interim UST Cash Collateral Order*

62. A copy of the Interim UST Cash Collateral and Adequate Protection Order (I) Authorizing the Debtors to (A) Use UST Cash Collateral and all other Prepetition UST Collateral, (II) Granting Adequate Protection, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the "**Interim UST Cash Collateral Order**") is attached as Exhibit "N" hereto.

63. As part of the Debtors' extensive discussions with the Prepetition UST Secured Parties (as defined in the Interim UST Cash Collateral Order) and their counsel in advance of commencing the Chapter 11 Cases, the Prepetition UST Secured Parties indicated their preference for the entry of a standalone order (separate and apart from the Interim DIP and Cash Collateral Order), among other things, documenting the Prepetition UST Secured Parties' consent for the Debtors to use UST Cash Collateral (as defined in the Interim UST Cash Collateral Order) and granting certain

adequate protections to the Prepetition UST Secured Parties, including payment of professional fees and interest during the Chapter 11 Cases.

64. Access to the UST Cash Collateral on the terms of the Interim UST Cash Collateral Order will supplement the liquidity provided by the DIP Facilities and the Debtors' access to the ABL Cash Collateral on the terms of the Interim DIP and Cash Collateral Order, and will assist in funding the Debtors' efforts to conduct an orderly wind-down of operations and a value-maximizing sale process for all of their assets.

65. The Interim UST Cash Collateral Order also provides for certain milestones that the Debtors are required to meet, as further described in the Interim UST Cash Collateral Order.

66. I am advised by Caroline Descours of Goodmans LLP, Canadian counsel to the Debtors, that counsel to the proposed Information Officer conducted a review of the Canadian law governed security delivered by the Canadian Debtors to the applicable agents under the Prepetition Debt Documents (as defined in the DIP Term Sheet) and that the proposed Information Officer's report to the Court will provide further details on same.

(iv) Interim Cash Management Order

67. A copy of the Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Relating Thereto, (C) Maintain Existing Business Forms, and (D) Perform Intercompany Transactions and (II) Granting Related Relief (the "**Interim Cash Management Order**") is attached as Exhibit "O" hereto.

68. The Interim Cash Management Order authorizes the Debtors to, among other things, (a) continue to operate their Cash Management Systems and maintain their existing bank accounts,

(b) honor certain prepetition and postpetition obligations related thereto, (c) maintain existing preprinted business forms without reference to the Debtors' status as debtors in possession in the Chapter 11 Cases, and (d) continue to perform Intercompany Transactions consistent with past practice.

69. The Canadian Debtors are dependent on the continued operation of the Canada Cash Management System to collect, transfer, and disburse funds and to facilitate cash monitoring, forecasting, and reporting. The Canadian Debtors' continued access to the Canada Cash Management System is imperative to meet immediate-term obligations and preserve the value of the Canadian Business. Any disruption to the Canada Cash Management System could have an immediate and significant value-destructive effect on the Canadian Debtors to the detriment of all stakeholders.

(v) Second Interim Wages Order[4]

70. A copy of the Second Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief (the "**Second Interim Wages Order**") is attached as Exhibit "P" hereto. The Second Interim Wages Order supersedes the interim order in respect of similar relief granted by the U.S. Bankruptcy Court on August 9, 2023 (the "**Interim Wages Order**").

[4] Capitalized terms used in this section and not otherwise defined have the meanings given to them in the Wages Motion, a copy of which is attached hereto as Exhibit "K".

71. The Second Interim Wages Order, among other things, authorizes the Debtors to continue, modify, change and discontinue the Compensation and Benefit Programs (as defined below) in the ordinary course during the Chapter 11 Cases.

72. The Wages Motion defines "Compensation and Benefits" to mean, collectively, wages, salaries, commissions, overtime, fees, notice pay, pay in lieu of notice of termination, severance pay, paid time off, vacation pay, sick pay, and other compensation (including compensation for independent contractors and temporary workers), payroll services, federal, state, city, local, and provincial (as applicable) withholding taxes, and other amounts withheld (including garnishments, employees' share of insurance premiums, taxes, and savings and retirement plan contributions and benefits), health insurance, leaves of absence, life insurance, short-term and long-term disability coverage, expense reimbursements, certain other benefits that processing costs incident to the foregoing, and certain obligations incident to the federal Worker Adjustment and Retraining Notification Act (the "**WARN Act**") and various state law equivalent "mini-WARN Acts" and obligations in respect of group terminations in Canada, if any, and all compensation and programs described in such motion, and programs related thereto as the "Compensation and Benefit Programs".

73. The Second Interim Wages Order also authorizes the Debtors to pay and honour prepetition amounts outstanding under or related to the Compensation and Benefit Programs in the ordinary course not to exceed the amounts for the programs set forth in the table below and in an aggregate amount not to exceed $24,510,000 on an interim basis (the "**Interim Wages Amount**"), provided that, pending entry of a final order (the "**Final Wages Order**"), the Debtors are not permitted to

honour any obligations on account of the Compensation and Benefit Programs obligations that exceed the priority claim amount of $15,150 per individual imposed by the U.S. Bankruptcy Code.

Prepetition Employee-Related Obligations	Amount Requested
Compensation	
Wages	$8,725,000
Temporary Workers Fees	$450,000
Deductions and Withholdings	$6,225,000
Reimbursable Expenses	$375,000
Collections Program	$55,000
Subtotal	**$15,830,000**
Benefits	
Health Plans and Additional Employee Benefits	$8,680,000
Paid Time Off and Other Leaves of Absence	-
Subtotal	**$8,680,000**
Compensation and Benefits	**$24,510,000**

74. The Interim Wages Amount of $24,510,000 is expected to be sufficient to pay, among other things, all wages and associated benefit payments relating to Canadian employees, whether relating to the period prior to or after the Petition Date.

75. The Second Interim Wages Order also authorizes the Debtors to: (a) forward any unpaid amounts on account of Withholding and Deduction Obligations to the appropriate third-party recipients or taxing authorities in accordance with the Debtors' prepetition policies and practices; (b)(i) continue the Health Plans (including, for certainty, the Canadian Health Plan) in the ordinary course, (ii) continue making contributions to the Health Plans, and (iii) pay any prepetition amounts related thereto, including on account of any premiums, claim amounts, and administration fees to the extent that they remain unpaid as of the Petition Date; (c)(i) make ordinary course postpetition payments, including any related fees, to Employees terminated after the Petition Date on behalf of obligations accrued postpetition, in connection with WARN Obligations, the COBRA

Benefits, and Canadian Termination Obligations (being statutory minimums for notice of termination and severance obligations – including, among others, health benefits – owed to employees resulting from any future terminations), as applicable; and (ii) make postpetition payments, including any related fees, on account of obligations, if any, that accrued prepetition in connection with the COBRA Benefits, WARN Obligations, or Canadian Termination Obligations, in each case to the extent required pursuant to applicable law; and (d) continue to honour and pay PTO to Employees in the ordinary course on a postpetition basis, but until entry of the Final Wages Order the Debtors shall not make any cash-out payments of Employees' earned but unused PTO with respect to Employees terminated after the Petition Date, unless required by applicable non-bankruptcy law.

76. Notwithstanding anything to the contrary in the Second Interim Wages Order, any payment made, or authorization contained, under the Second Interim Wages Order, shall be subject to the "Approved Budget" as defined in the Interim DIP and Cash Collateral Order.

77. As noted above, pursuant to the Interim DIP and Cash Collateral Order, the Debtors are not permitted to make payments in respect of accrued paid time off obligations on account of employees terminated prior to the Petition Date until all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims, obligations and liens granted to the DIP Secured Parties, the Prepetition Secured Parties, and the Prepetition UST Secured Parties under the Interim DIP and Cash Collateral Order and the Interim UST Cash Collateral Order (inclusive

of the UST Adequate Protection Obligations and the Prepetition UST Secured Obligations), have been indefeasibly paid in full in cash.[5]

(vi) Second Interim Critical Vendors Order

78. A copy of the Second Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, Lien Claimants, and Foreign Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (the "**Second Interim Critical Vendors Order**") is attached as Exhibit "Q" hereto. The Second Interim Critical Vendors Order supersedes the interim order in respect of similar relief granted by the U.S. Bankruptcy Court on August 9, 2023.

79. The Second Interim Critical Vendors Order, among other things, authorizes the Debtors to pay prepetition amounts owing to critical vendors (in an aggregate amount not to exceed $4.3 million on an interim basis), vendors with claims under Section 503(b)(9) of the U.S. Bankruptcy Code in respect of goods received by the Debtors within the 20-day period immediately preceding the Petition Date, lien claimants (in an aggregate amount not to exceed $2.4 million on an interim basis) and foreign vendors (in an amount not to exceed $400,000 on an interim basis), and grants administrative expense priority to all undisputed obligations on account of goods ordered by the Debtors prior to the date of the Second Interim Critical Vendors Order that will not be delivered until after the Petition Date and authorizes the Debtors to satisfy such obligations.

[5] Capitalized terms used in this sentence have the meanings given to them in the Interim DIP and Cash Collateral Order, a copy of which is attached hereto as Exhibit "M".

80. In order to effectuate necessary wind-down activities, it is critical that the Debtors, including the Canadian Debtors, pay certain prepetition claims of critical vendors, lien claimants and foreign vendors so that the Debtors, including the Canadian Debtors, can maintain the marketable value of their real property and rolling stock assets.

(vii) Interim Utilities Order

81. A copy of the Interim Order (A)(I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (B) Granting Related Relief (the "**Interim Utilities Order**") is attached as Exhibit "R" hereto.

82. The Interim Utilities Order, among other things, (a) approves the Debtors' proposed adequate assurance of payment for future utility services, (b) prohibits utility providers from altering, refusing, or discontinuing services, and (c) approves the Debtors' proposed procedures for resolving adequate assurance requests.

83. As discussed in the Initial Affidavit, YRC Freight Canada has leased and owned transportation service centers throughout Canada. The Debtors, including YRC Freight Canada, incur utility expenses for water, electricity, telecommunications, internet, trash removal, waste and sewer water, and natural gas in connection with the maintenance of their owned and leased transportation centers, which they will continue to use while implementing a wind-down of operations.

(viii) Second Interim Insurance and Surety Bond Order

84. A copy of the Second Interim Order (I) Authorizing the Debtors to (A) Maintain Insurance Coverage Entered Into Prepetition and Pay Related Prepetition Obligations and (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (II) Approving Continuation of the Surety Bond Program, and (III) Granting Related Relief (the "**Second Interim Insurance and Surety Bond Order**") is attached as Exhibit "S" hereto. The Second Interim Insurance and Surety Bond Order supersedes the interim order in respect of similar relief granted by the U.S. Bankruptcy Court on August 9, 2023.

85. The Second Interim Insurance and Surety Bond Order, among other things, (a) authorizes the Debtors to maintain coverage under insurance policies and pay any related prepetition and postpetition amounts or obligations related thereto, and renew, supplement, modify, or purchase insurance coverage in the ordinary course, and (b) approves the continuation of the Debtors' surety bond program. The surety bond program covers, among other things, workers' compensation obligations, obligations relating to obtaining and maintaining permits or licenses, and obligations related to Canadian and U.S. customs.

(ix) Interim Taxes Order

86. A copy of the Interim Order (I) Authorizing the Payment of Certain Prepetition and Postpetition Taxes and Fees and (II) Granting Related Relief (the "**Interim Taxes Order**") is attached as Exhibit "T" hereto.

87. The Interim Taxes Order, among other things, authorizes the Debtors to remit and pay (or use tax credits to offset) certain prepetition obligations accrued in the ordinary course on account of undisputed taxes and fees, including various Canadian taxes and fees.

(x) *Interim Customer Collections Order*

88. A copy of the Interim Order (I) Authorizing the Debtors to Consent to Limited Relief from the Automatic Stay to Permit Setoff of Certain Customer Claims Against the Debtors, and (II) Granting Related Relief (the "**Interim Customer Collections Order**") is attached as Exhibit "U" hereto.

89. The Interim Customer Collections Order, among other things, authorizes the Debtors to consent, in their sole discretion, to limited relief from the Chapter 11 automatic stay solely to permit modifying the automatic stay in order to setoff certain customer claims against the Debtors.

90. When operating, the Debtors historically offered volume discounts, rebates, allowances, and other reimbursements to their customers. Pursuant to various contracts between the Debtors and their customers, the Debtors and/or certain of their customers have certain rights to setoff amounts owed to the customers or the Debtors, as applicable. Allowing certain of these customers to setoff amounts owed on account of the customer programs is essential to preserving the Debtors' accounts receivable portfolio and maximizing the value of the Debtors' estates.

(xi) *Interim Creditor Matrix Order*

91. A copy of the Interim Order (I) Authorizing the Debtors to (A) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (B) File a Consolidated List of the Debtors' Thirty Largest Unsecured Creditors, (C) Serve Certain Parties in Interest by

Email, (D) Approve the Form and Manner of Service of the Notice of Commencement, and (E) Redact Certain Personally Identifiable Information of Natural Persons, (II) Waiving the Requirement to File a List of Equity Security Holders, and (III) Granting Related Relief (the "**Interim Creditor Matrix Order**") is attached as Exhibit "V" hereto.

92. The Interim Creditor Matrix Order, among other things, (a) authorizes the Debtors to (i) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, (ii) file a consolidated list of the Debtors' thirty largest unsecured creditors in lieu of filing separate lists for each Debtor, (iii) serve certain parties in interest by email, (iv) redact certain personally identifiable information of natural persons, (b) approves the form and manner of service of the notice of commencement of the Chapter 11 Cases, and (c) waives the requirement to file a list of, and to provide notice directly to, the equity security holders of the Yellow Parent.

(xii) Joint Administration Order

93. A copy of the Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief (the "**Joint Administration Order**") is attached as Exhibit "W" hereto.

94. The Joint Administration Order directs the joint administration of all of the Chapter 11 Cases for procedural purposes only.

(xiii) Interim Equity Trading Procedures Order

95. A copy of the Interim Order (I) Approving Notification and Hearing Procedures for Certain Transfers of Common Stock and (II) Granting Related Relief (the "**Interim Equity Trading Procedures Order**") is attached as Exhibit "X" hereto.

96. The Interim Equity Trading Procedures Order, among other things, (a) approves certain notification and hearing procedures related to certain transfers of the Yellow Parent's existing common shares or any beneficial ownership therein, and (b) directs that any purchase, sale, other transfer of common shares of the Yellow Parent in violation of such procedures shall be null and void *ab initio*.

D. Appointment of the Information Officer

97. The Yellow Parent seeks the appointment of A&M as the Information Officer in these recognition proceedings pursuant to the proposed Supplemental Order. I am advised by Caroline Descours of Goodmans LLP that A&M is a licensed trustee in bankruptcy in Canada with expertise in, among other things, cross-border restructuring proceedings, including acting as information officer in Canadian recognition proceedings under the CCAA.

98. A&M has consented to acting as Information Officer in these recognition proceedings. A copy of the written consent of A&M is attached as Tab 4 to the Yellow Parent's Application Record.

99. As referenced in the Initial Affidavit, prior to the commencement of the Chapter 11 Cases, A&M US, an affiliate of A&M, was retained by the Company and is serving as financial advisor to the Debtors.

E. Administration Charge

100. The proposed Supplemental Order provides that Goodmans LLP, as Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer will be

granted a charge in the maximum amount of CDN$700,000 (the "**Administration Charge**") on the Collateral (as defined in the DIP Term Sheet) of the Canadian Debtors (the "**Canadian Collateral**") to secure the fees and disbursements of such professionals incurred in respect of these proceedings. For certainty, the proposed Administration Charge does not extend to the assets or property of any Debtors other than the Canadian Debtors. The Administration Charge is proposed to rank in priority to all other encumbrances in respect of the Canadian Debtors, except to the extent of any encumbrances in favour of any person that did not receive notice of the application for the Supplemental Order.

101. I believe that the amount of the Administration Charge is reasonable in the circumstances, having regard to the size and complexity of these proceedings and the roles that will be required of Canadian counsel to the Canadian Debtors and the proposed Information Officer and its counsel.

F. D&O Charge

102. I am advised by Caroline Descours of Goodmans LLP and believe that, in certain circumstances, directors can be held liable for certain obligations of a company owing to employees and government entities, which may include unpaid wages and vacation pay, as well as termination and severance obligations (in certain jurisdictions), together with unremitted retail sales, goods and services, and harmonized sales taxes.

103. It is my understanding that the Canadian Debtors' directors and officers are potential beneficiaries of director and officer liability insurance maintained by the Yellow Parent for itself and its subsidiaries (the "**D&O Insurance**") with an aggregate coverage limit of $100 million. While the D&O Insurance insures directors and officers of the Canadian Debtors for certain claims

that may arise against them in such capacity as directors and/or officers, that coverage is not absolute. Rather, it is subject to several exclusions and limitations which may result in there being no coverage or insufficient coverage for potential liabilities. It is unclear whether the D&O Insurance provides sufficient coverage against the potential liability that the director and officers of the Canadian Debtors could incur during these CCAA proceedings.

104. In light of the potential liabilities and the potential insufficiency of available insurance and the need for the continued service of the director and officers of the Canadian Debtors in these proceedings, the Yellow Parent, as the Foreign Representative, seeks the granting of a charge on the Canadian Collateral in favour of the Canadian Debtors' directors and officers in the maximum amount of CDN$3.5 million (the "**D&O Charge**").

105. The D&O Charge would secure the indemnity provided to the directors and officers in the proposed Supplemental Order in respect of liabilities they may incur during the CCAA proceedings in their capacities as such, which includes, any obligations and liabilities for wages, vacation pay or termination or severance pay due to employees of the Canadian Debtors, whether or not any such employee was terminated prior to or after the commencement of these proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence of wilful misconduct. The D&O Charge would only be relied upon to the extent of the insufficiency of the existing D&O Insurance in covering any exposure of the Canadian Debtors' directors and officers.

106. The D&O Charge would be subordinate to the proposed Administration Charge but rank in priority to all other encumbrances, except to the extent of any encumbrances in favour of any person that did not receive notice of the application for the Supplemental Order.

107. The amount of the proposed D&O Charge has been estimated, in consultation with the proposed Information Officer, with reference to the Canadian Debtors' payroll, vacation pay, termination and severance, and federal and provincial tax liability exposure. I believe the amount of the proposed D&O Charge to be reasonable in the circumstances.

G. The DIP Charge

108. The DIP Term Sheet contemplates the granting of a court-ordered charge in favour of the DIP Secured Parties (as defined in the Interim DIP and Cash Collateral Order) on the Canadian Collateral, other than the UST Tranche B Priority Collateral (as defined in the DIP Term Sheet) (the "**DIP Charge**"), to secure the obligations outstanding from time to time under the DIP Facilities. Accordingly, the Yellow Parent, as the Foreign Representative, is seeking the granting of the DIP Charge pursuant to the Supplemental Order, which would be subordinate to the proposed Administration Charge and the D&O Charge, and rank in priority to all other encumbrances, except (i) to the extent of any encumbrances in favour of any person that did not receive notice of the application for the Supplemental Order, and (ii) to the extent the Interim DIP and Cash Collateral Order provides that any such encumbrance ranks in priority to or *pari passu* with the liens granted in favour of the DIP Secured Parties pursuant to the Interim DIP and Cash Collateral Order.

VI. CONCLUSION

109. I believe that the relief sought in the proposed Initial Recognition Order and Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for the benefit of a broad range of stakeholders. The requested relief will assist with and

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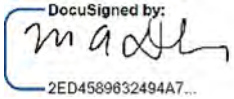
facilitate the efforts of the Yellow group, including the Canadian Debtors and the Yellow Parent, to pursue an orderly wind-down of their business and operations in the Chapter 11 Cases with a view to maximizing value for the benefit of the Company's stakeholders.

SWORN before me by videoconference on this 24th day of August, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the Town of Skaneateles in the State of New York, United States of America and I was located in the City of Toronto in the Province of Ontario.

A Commissioner for taking affidavits
Name: Brennan Caldwell
LSO# 81627N

DocuSigned by:

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Matthew A. Doheny

Court File No. CV-23-00704038-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

151

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn August 24, 2023)

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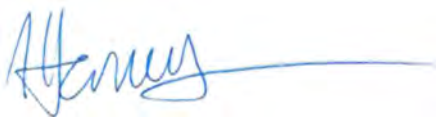
Lawyers for the Applicant

THIS IS EXHIBIT "E"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 22nd DAY OF SEPTEMBER, 2023



Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING, (B) USE CASH COLLATERAL, AND (C) GRANT LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (II) GRANTING ADEQUATE PROTECTION TO CERTAIN PREPETITION SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "DIP Motion")[2] of Yellow Corporation ("Yellow Corp") and each of its above-captioned affiliates (collectively, the "Debtors"), pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c) and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the "Bankruptcy Code"), rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1, 4001-1, 4001-2, and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Local Rules"), seeking entry of this final order (this "Final Order") (together with the Interim Order (as defined below), the "DIP Orders") among other things:

- authorizing the Borrower (as defined below) to obtain postpetition financing (the "DIP

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the DIP Motion or the DIP Loan Documents, as applicable.

Financing") pursuant to a postpetition credit facility of up to $212.5 million (the "DIP Facility") subject to the terms and conditions set forth in the Interim Order, this Final Order, that certain Debtor-In-Possession Credit Facility Term Sheet attached to the Interim Order as Exhibit 1 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "DIP Term Sheet"),[3] that certain Debtor-In-Possession Credit Facility Agreement attached hereto as **Exhibit 1** (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Junior DIP Credit Agreement"), and that certain Amended and Restated Credit Agreement dated as of September 11, 2019, among Yellow Corp., the other guarantors party thereto from time to time, the lenders party thereto and Alter Domus Products Corp. (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to that certain Amendment No. 4 and Restated Credit Agreement attached hereto as **Exhibit 2** (the "B-2 Amendment"), the "Postpetition B-2 Credit Agreement"), consisting of:

(A) a junior secured, superpriority debtor in possession multi-draw term loan facility (the "Junior DIP Facility") by and among Yellow Corp, as borrower (in such capacity, the "Borrower"), the DIP Guarantors (as defined in the Junior DIP Credit Agreement), MFN Partners, L.P. (the "Junior DIP Lender"), and Alter Domus Products Corp., as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Junior DIP Agent" and, together with the Junior DIP Lender, the "Junior DIP Secured Parties"), consisting of (1) new money term loans (the "Junior DIP Loans") in an aggregate principal amount of $42.5 million, of which (in each case, subject to certain conditions set forth in the Junior DIP Credit Agreement): (x) $17,894,736.84 was made available to be drawn upon entry of the Interim Order, (y) $11,184,210.53 was made available to be drawn on the date of the Second Draw (as defined below), and (z) $13,421,052.63 will be made available to be drawn on the date of the Third Draw (as defined below); and (2) up to $70.0 million of additional new money term loans (the "Additional Junior DIP Loans")[4] shall be made available to be drawn, at the Debtors' request following entry of this Final Order and the Third Draw, which amount may be drawn in one or multiple draws at the Debtors' discretion; and

(B) an incremental postpetition tranche of the Facility (as defined in the Postpetition B-2 Credit Agreement) constituting a senior secured, superpriority debtor in possession multi-draw term loan facility (the "Postpetition B-2 Facility") subject to the terms herein and the Postpetition B-2 Credit Agreement, consisting of new money term loans (the "Postpetition B-2 Term Loans" and, together with the Junior

[3] Subject to the Documentation Principles (as defined in the DIP Term Sheet), the DIP Term Sheet (including all terms and provisions set forth therein) has been replaced by, as applicable, the Junior DIP Credit Agreement (including all terms and provisions set forth therein) and the Postpetition B-2 Credit Agreement (including all terms and provisions set forth therein).

[4] The Additional Junior DIP Loans (if drawn) shall be junior and subordinate (including in right of payment) in all respects to the Prepetition Liens and Adequate Protection Liens (including the UST Adequate Protection Liens) of the Prepetition B-2 Secured Parties, the Prepetition ABL Secured Parties, and the Prepetition UST Secured Parties.

DIP Loans, the "DIP Loans")[5] provided by Citadel Credit Master Fund LLC (together with any permitted assignee thereof, the "Postpetition B-2 Lenders" and, together with the Postpetition B-2 Agent (as defined below), the "Postpetition B-2 Secured Parties")[6] in an aggregate principal amount of $100.0 million of which: (i) $42,105,263.16 was made available to be drawn upon entry of the Interim Order; (ii) $26,315,789.47 was made available to be drawn subject to certain conditions set forth in the Postpetition B-2 Credit Agreement (together with the Junior DIP Loans discussed in subclause (A)(ii)(a) above, the "Second Draw"); and (iii) $31,578,947.37 will be made available to be drawn upon the Court's entry of this Final Order (together with the Junior DIP Loans discussed in subclause (A)(ii)(b) above, the "Third Draw");

- authorizing the Borrower to incur, and the DIP Guarantors (as defined in the Junior DIP Credit Agreement and, together with the Borrower, the "DIP Loan Parties") to jointly and severally guarantee the Junior DIP Loans and all extensions of credit, financial accommodations, reimbursement obligations, interest, fees and premiums (including, without limitation, commitment fees or premiums and administrative agency fees, costs, expenses and other liabilities and obligations (including indemnities and similar obligations, whether contingent or absolute)) earned, due and payable under the DIP Loan Documents (as defined below) (collectively, the "Junior DIP Obligations"), in each case subject and subordinate to the Carve-Out (as defined below) and the Canadian Priority Charges and in accordance with the terms hereof;

- authorizing the DIP Loan Parties to jointly and severally guarantee the Postpetition B-2 Term Loans and all extensions of credit, financial accommodations, reimbursement obligations, fees and premiums (including, without limitation, commitment fees or premiums (including the Make-Whole Amount (as defined in the Postpetition B-2 Credit Agreement)) and administrative agency fees, costs, expenses and other liabilities and obligations (including indemnities and similar obligations, whether contingent or absolute)) earned, due and payable under the DIP Loan Documents to the Postpetition B-2 Secured Parties (including all "Obligations" (as defined in the Postpetition B-2 Credit Agreement), collectively, the "Postpetition B-2 Obligations" and, together with the Junior DIP Obligations, the "DIP Obligations"), in each case subject and subordinate to the Carve-Out and the Canadian Priority Charges and in accordance with the terms hereof;

- authorizing the DIP Loan Parties to execute (to the extent not previously executed), deliver and perform, as applicable, under the Junior DIP Credit Agreement, the B-2

[5] The commitments under the Junior DIP Facility shall be referred to herein as the "Junior DIP Commitments" and the commitments under the Postpetition B-2 Facility shall be referred to herein as the "Postpetition B-2 Commitments." The Junior DIP Commitments and the Postpetition B-2 Commitments, together, shall be referred to herein as the "DIP Commitments."

[6] The Junior DIP Lender and the Postpetition B-2 Lenders, together, shall be referred to herein as the "DIP Lenders." The Junior DIP Secured Parties and the Postpetition B-2 Secured Parties, together, shall be referred to herein as the "DIP Secured Parties."

Amendment, the Postpetition B-2 Credit Agreement, the Agency Fee Letter, and all other documents and instruments that may be reasonably requested by the Junior DIP Secured Parties or the Postpetition B-2 Secured Parties in connection with the DIP Facility (in each case, as amended, restated, supplemented, waived or otherwise modified from time to time in accordance with the terms thereof and hereof, the "DIP Loan Documents");

- subject and subordinate to the Carve-Out and the Canadian Priority Charges and otherwise solely to the extent set forth herein, granting to the Junior DIP Agent, for the benefit of the Junior DIP Secured Parties, and the Postpetition B-2 Agent, for the benefit of the Postpetition B-2 Secured Parties, allowed superpriority administrative expense claims pursuant to section 364(c)(1) of the Bankruptcy Code;

- granting to the Junior DIP Agent, for the benefit of the Junior DIP Secured Parties, and the Postpetition B-2 Agent, for the benefit of the Postpetition B-2 Secured Parties, valid, enforceable, non-avoidable and automatically perfected liens pursuant to sections 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code on the DIP Collateral, on the terms described herein;[7]

- authorizing the Junior DIP Agent and the Postpetition B-2 Agent to take all commercially reasonable actions to implement the terms of this Final Order;

- waiving (a) the Debtors' right to surcharge the DIP Collateral, the Prepetition B-2 Collateral, and the Prepetition ABL Collateral (each as defined below) pursuant to section 506(c) of the Bankruptcy Code and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

- waiving the equitable doctrine of "marshaling" and other similar doctrines (a) for the benefit of the DIP Secured Parties with respect to the DIP Collateral and the DIP Obligations, and (b) for the benefit of the Prepetition Secured Parties (as defined below) with respect to the Prepetition Collateral and the Prepetition Secured Obligations (each as defined below), as applicable, in each case subject to the Carve-Out and Canadian Priority Charges;

- authorizing the Debtors to use proceeds of the DIP Facility and Cash Collateral (as defined below) solely in accordance with the DIP Orders, the DIP Loan Documents, the Approved Budget (subject to Permitted Variances (as defined in the Junior DIP

[7] "DIP Collateral" shall mean all tangible and intangible prepetition and postpetition property of the DIP Loan Parties (other than: (a) any lease, license or agreement or any property to the extent a grant of a security interest therein would violate or invalidate such lease, license or agreement or similar arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the UCC, PPSA, Bankruptcy Code or other applicable law, other than proceeds and receivables thereof, the assignment of which is deemed effective under the UCC, PPSA, Bankruptcy Code or other applicable law, notwithstanding such prohibition; and (b) "intent to use" trademark applications ((a) and (b), collectively, "Excluded Property")), whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, other than the Avoidance Actions and the Carve-Out Reserves (and any amounts held therein), but including the Avoidance Proceeds, subject to paragraph 11 of this Final Order in all respects.

Credit Agreement)), and the UST Cash Collateral Orders (as defined below);

- authorizing the Debtors to pay the DIP Obligations as they become due and payable in accordance with the DIP Loan Documents;

- authorizing the Debtors to remit ABL Cash Collateral (as defined below) to the Prepetition ABL Agent as set forth in the DIP Orders and for the Prepetition ABL Agent to apply such ABL Cash Collateral to permanently reduce or cash collateralize, as applicable, the Prepetition ABL Obligations as set forth in the DIP Orders;

- subject to the restrictions set forth in the DIP Loan Documents and the DIP Orders, authorizing the Debtors to use Prepetition Collateral (including Cash Collateral) and provide adequate protection to the Prepetition Secured Parties for any aggregate diminution in value of their respective interests in the applicable Prepetition Collateral (including Cash Collateral), for any reason provided for in the Bankruptcy Code (collectively, the "Diminution in Value");[8]

- vacating and modifying the automatic stay to the extent necessary to permit the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties to implement and effectuate the terms and provisions of the DIP Orders and the DIP Loan Documents; and

- waiving any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order.

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[8] The adequate protection and certain other rights and protections to be provided to the Prepetition UST Secured Parties (as defined below) are set forth in a separate Court order being entered contemporaneously with this Final Order (the "Final UST Cash Collateral Order"). As used in this Final Order, the following terms shall have the meanings given to those terms in the Final UST Cash Collateral Order: UST Cash Collateral, Interim UST Cash Collateral Order, UST Cash Collateral Orders, Prepetition UST Tranche A Credit Agreement, Prepetition UST Tranche A Loan Documents, Prepetition UST Tranche A Borrower, Prepetition UST Tranche A Guarantors, Prepetition UST Tranche A Loan Parties, BNY, Prepetition UST Tranche A Agent, Prepetition UST Tranche A Lenders, Prepetition UST Tranche A Secured Parties, Prepetition UST Tranche A Obligations, Prepetition UST Tranche B Credit Agreement, Prepetition UST Tranche B Loan Documents, Prepetition UST Loan Documents, Prepetition UST Tranche B Borrower, Prepetition UST Tranche B Guarantors, Prepetition UST Tranche B Loan Parties, Prepetition UST Tranche B Agent, Prepetition UST Agent, Prepetition UST Tranche B Lenders, Prepetition UST Lenders, Prepetition UST Tranche B Secured Parties, Prepetition UST Tranche B Obligations, Prepetition UST Secured Obligations, Prepetition UST Tranche A Liens, Prepetition UST Tranche A Permitted Senior Liens, Prepetition UST Tranche A Collateral, Prepetition UST Tranche B Liens, Prepetition UST Liens, UST Tranche B Term Priority Collateral, Prepetition UST Tranche B Permitted Senior Liens, Prepetition UST Tranche B Priority Collateral, Prepetition UST Tranche B Collateral, Prepetition UST Secured Parties, UST Tranche B Adequate Protection Liens, UST Tranche A Adequate Protection Liens, UST Adequate Protection Liens, UST Tranche B 507(b) Claims, UST Tranche A 507(b) Claims, UST 507(b) Claims, UST Tranche B Adequate Protection Fees and Expenses, UST Tranche A Adequate Protection Fees and Expenses, UST Adequate Protection Fees and Expenses, UST Tranche B Adequate Protection Obligations, UST Tranche A Adequate Protection Obligations, UST Adequate Protection Obligations, UST Adequate Protection Payments, and UST Adequate Protection.

The Court having considered the final relief requested in the DIP Motion [Docket No. 16], the exhibits attached thereto, the *Declaration of Cody Leung Kaldenberg, Founding Member of and Partner at Ducera Partners In Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, (IV) Authorizing the Debtors to Use UST Cash Collateral, (V) Granting Adequate Protection, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 18] (the "Kaldenberg Declaration"), the *Declaration of Brian Whittman, Managing Director of Alvarez & Marsal North America, LLC, In Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, (IV) Authorizing the Debtors to Use UST Cash Collateral, (V) Granting Adequate Protection, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 17] (the "Whittman Declaration"), the *Declaration of Matthew A. Doheny, Chief Restructuring Officer of Yellow Corporation, in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 14] (the "First Day Declaration"), the available DIP Loan Documents, including the DIP Term Sheet, the Junior DIP Credit Agreement, the Postpetition B-2 Credit Agreement, and the B-2 Amendment, and the evidence submitted to the Court, including arguments made at the interim hearing held on August 9, 2023 (the "Interim Hearing") and the final hearing held on September 15, 2023 (the "Final Hearing"); and due and sufficient notice of the Interim Hearing and the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Bankruptcy Local Rules; and the Court having entered, on August 18, 2023, the *Interim Order (I) Authorizing the Debtors to (A) Obtain*

Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 302] (the "Interim Order"); and the Final Hearing having been held and concluded; and all objections, if any, to the final relief requested in the DIP Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the final relief requested in the DIP Motion is fair and reasonable, in the best interests of the Debtors and their estates, and essential for the preservation and maximization of the value of the Debtors' assets; and it appearing that the DIP Loan Parties' entry into the DIP Loan Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[9]

A. *Petition Date*. On August 6, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court").

B. *Debtors in Possession*. The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. *Jurisdiction and Venue*. This Court has core jurisdiction over these cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334

[9] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. Consideration of the DIP Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order approving the relief sought in the DIP Motion consistent with Article III of the United States Constitution. Venue for these cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, 9013, and 9014, and Bankruptcy Local Rules 2002-1, 4001-2, and 9013-1.

D. *Committee Formation*. On August 16, 2023, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee") in these chapter 11 cases (the "Chapter 11 Cases") pursuant to section 1102 of the Bankruptcy Code [Docket No. 269]. As of the date hereof, the U.S. Trustee has not appointed any other statutory committee.

E. *Notice*. The Final Hearing was held pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Proper, timely, adequate and sufficient notice of the DIP Motion and the Final Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice was or shall be required under the circumstances.

F. *Cash Collateral*. As used herein, the term "Cash Collateral" shall mean all of the Debtors' cash, wherever located and held, including cash in deposit accounts, that constitutes or will constitute "cash collateral" of any of the Prepetition Secured Parties (and the Prepetition UST Secured Parties) or DIP Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors' Stipulations*. Without prejudice to the rights of any other party in interest

and subject in all respects to the provisions and limitations contained in this Final Order, including, without limitation, the provisions of paragraph 19 hereof, and after consultation with their attorneys, the Debtors admit, stipulate and agree that:

(i) *Prepetition B-2 Term Loan*. Pursuant to that certain Amended and Restated Credit Agreement, dated as of September 11, 2019 (as amended, supplemented, restated or otherwise modified prior to the Petition Date, the "Prepetition B-2 Credit Agreement" and, collectively with all other agreements (including all Loan Documents (as defined therein)), documents, and instruments executed or delivered in connection therewith, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements, and fee letters, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "Prepetition B-2 Loan Documents"), by and among (a) Yellow Corp., as borrower (in such capacity, the "Prepetition B-2 Borrower"), (b) the guarantors party thereto (together with the Prepetition B-2 Borrower, the "Prepetition B-2 Loan Parties"), (c) Alter Domus Products Corp., as administrative and collateral agent (the "Prepetition B-2 Agent"),[10] and (d) the lenders party thereto from time to time (the "Prepetition B-2 Lenders" and, together with the Prepetition B-2 Agent, the "Prepetition B-2 Secured Parties"),[11] Prepetition B-2 Loan Parties incurred and continue to incur and accrue all "Obligations" under (and as defined in) the Prepetition B-2 Credit Agreement (the "Prepetition B-2 Obligations" and, together with the Postpetition B-2 Obligations, the "B-2 Obligations") to the

[10] Alter Domus Product Corp. also serves as administrative agent and collateral agent with respect to the Postpetition B-2 Facility (in such capacity, the "Postpetition B-2 Agent" and, together with the Prepetition B-2 Agent, the "B-2 Agent").

[11] The Prepetition B-2 Lenders and the Postpetition B-2 Lenders shall be referred to herein as the "B-2 Lenders." The Prepetition B-2 Secured Parties and the Postpetition B-2 Secured Parties shall be referred to herein as the "B-2 Secured Parties."

Prepetition B-2 Secured Parties on a joint and several basis;

(ii) *Prepetition ABL Facility*. Pursuant to that certain Loan and Security Agreement, dated as of February 13, 2014 (as amended, supplemented, restated or otherwise modified prior to the Petition Date, the "Prepetition ABL Credit Agreement", collectively with all other agreements (including all Loan Documents (as defined therein)), documents, and instruments executed or delivered in connection therewith, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements, and fee letters, each as may be amended, restated, amended and restated, supplemented, waived, or otherwise modified prior to the Petition Date, the "Prepetition ABL Loan Documents", and the credit facilities evidenced thereby, collectively, the "Prepetition ABL Facility") among (a) Yellow Corp, as administrative borrower (together with the other borrowers party thereto, the "Prepetition ABL Borrowers"), (b) the guarantors party thereto (together with the Prepetition ABL Borrowers, the "Prepetition ABL Loan Parties"),[12] (c) Citizens Business Capital, a division of Citizens Asset Finance, Inc. (a subsidiary of Citizens Bank, N.A.), as agent (the "Prepetition ABL Agent" and, together with the Prepetition B-2 Agent, the "Prepetition Agents"), (d) the lenders from time to time party thereto (the "Prepetition ABL Lenders" and, together with the Prepetition B-2 Lenders, the "Prepetition Lenders"), and (e) the issuing banks from time to time party thereto (together with the Prepetition ABL Agent and the Prepetition ABL Lenders, the "Prepetition ABL Secured Parties" and, together with the Prepetition Agents, the Prepetition Lenders, and the Bank Product Providers (as defined in the Prepetition ABL Credit Agreement), the "Prepetition Secured Parties"), the Prepetition ABL Loan Parties incurred "Obligations" (as defined in the Prepetition

[12] The Prepetition ABL Loan Parties and the Prepetition B-2 Loan Parties, together, shall be referred to herein as the "Prepetition Loan Parties."

ABL Credit Agreement, the "Prepetition ABL Obligations" and, together with the Prepetition B-2 Obligations, the "Prepetition Secured Obligations") to the Prepetition ABL Secured Parties on a joint and several basis;

(iii) *Prepetition Intercreditor Agreement*. Pursuant to (and to the extent set forth in) that certain Amended and Restated Intercreditor Agreement, dated as of July 7, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Prepetition Intercreditor Agreement" and, together with the Prepetition B-2 Loan Documents and the Prepetition ABL Loan Documents, the "Prepetition Loan Documents") by and among the Prepetition ABL Agent, the Prepetition B-2 Agent, the Prepetition UST Tranche A Agent, and the Prepetition UST Tranche B Agent, the parties thereto agreed, among other things, to the relative priority of such parties' respective security interests in and rights with respect to the Prepetition Collateral (as defined below), which relative priorities are governed by and set forth in the Prepetition Intercreditor Agreement. The Prepetition Loan Documents and the Prepetition UST Loan Documents, including the Prepetition Intercreditor Agreement, are, in each case, binding and enforceable against the parties thereto;

(iv) *Prepetition B-2 Obligations*. As of the Petition Date, the Prepetition B-2 Loan Parties were validly, justly, and lawfully indebted and liable to the Prepetition B-2 Secured Parties, without defense, challenge, objection, claim, counterclaim, or offset of any kind, for Loans (as defined in the Prepetition B-2 Credit Agreement) in the aggregate principal amount of not less than $485,372,693.29, plus accrued and accruing unpaid interest thereon and any fees, exit fees (including the exit fee arising pursuant to Section 2.05(c) of the Prepetition B-2 Credit Agreement), expenses and disbursements (including attorneys' fees, accountants' fees, appraisers' fees, auditors' fees, and financial advisors' fees and fees of other consultants and professionals), costs,

charges, indemnities, and other Prepetition B-2 Obligations in each case incurred under (or reimbursable pursuant to) or secured by the Prepetition B-2 Loan Documents;

(v) *Prepetition ABL Obligations*. As of the Petition Date, the Prepetition ABL Loan Parties were validly, justly and lawfully indebted and liable to the Prepetition ABL Secured Parties, without defense, challenge, objection, claim, counterclaim, or offset of any kind, for (x) not less than $858,520.35 in outstanding principal amount of Loans (as defined in the Prepetition ABL Credit Agreement) plus accrued and unpaid interest thereon, (y) not less than $359,288,388.60 in outstanding and undrawn Letters of Credit (as defined in the Prepetition ABL Credit Agreement) plus accrued and unpaid fees with respect thereto, and (z) any fees, expenses and disbursements (including any attorneys' fees, accountants' fees, appraisers' fees, auditors' fees, financial advisors' fees, and fees of other consultants and professionals), costs, charges, indemnities, and other Prepetition ABL Obligations (including, without limitation, Bank Product Debt, as defined in the Prepetition ABL Credit Agreement) in each case incurred under (or reimbursable pursuant to) or secured by the Prepetition ABL Loan Documents. As of the Petition Date, (1) ABL Cash Collateral in an amount equal to $91,449,240.35 was being held on deposit in the Borrowing Base Cash Account (as defined in the Prepetition ABL Credit Agreement) and (2) ABL Cash Collateral in an amount equal to $3,800,000 had been pledged to the Prepetition ABL Agent as security for certain Bank Product Debt owed to Citizens Bank, N.A. and/or its affiliates (such amounts described in this sentence, collectively, the "Existing ABL Cash Collateral Deposits");

(vi) *Validity of Prepetition Secured Obligations*. The Prepetition Secured Obligations constitute legal, valid, binding, and non-avoidable obligations of the Prepetition Loan Parties, as applicable, enforceable in accordance with the respective terms of the relevant

documents, and no portion of the Prepetition Secured Obligations or any payment made to the Prepetition Secured Parties or applied to or paid on account of the Prepetition Secured Obligations prior to the Petition Date is subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim (as such term is defined in the Bankruptcy Code), cause of action (including any avoidance actions under chapter 5 of the Bankruptcy Code), choses in action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law;

(vii) *Validity, Perfection and Priority of Prepetition B-2 Liens*. As of the Petition Date, pursuant to the Prepetition B-2 Loan Documents, the Prepetition B-2 Loan Parties granted to the Prepetition B-2 Agent, for the benefit of the Prepetition B-2 Secured Parties, a security interest in and continuing lien on (the "Prepetition B-2 Liens") substantially all of their respective assets and property (other than Excluded Assets (as defined in the Prepetition B-2 Loan Documents), collectively, the "Prepetition B-2 Collateral"), including: (i) a valid, binding, properly perfected, enforceable, non-avoidable first priority security interest in and continuing lien on the Non-UST Tranche B Term Priority Collateral (as defined in the Prepetition Intercreditor Agreement), which, for the avoidance of doubt, includes all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the "Prepetition B-2 Priority Collateral"),[13] subject only to any liens permitted by the

[13] For the avoidance of doubt, all references to Prepetition Collateral, including Prepetition B-2 Priority Collateral, Prepetition Joint Collateral, Prepetition ABL Priority Collateral and Prepetition UST Tranche B Priority Collateral in connection with any postpetition liens or claims, including the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens and the 507(b) Claims, and with respect to any intercreditor priorities, rights or obligations, including under this Final Order, the DIP Loan Documents and the Prepetition Intercreditor Agreement, shall in each case include all DIP Collateral that would have constituted such Prepetition Collateral (including any Prepetition B-2 Priority Collateral, Prepetition Joint Collateral, Prepetition ABL Priority Collateral and Prepetition UST Tranche B Priority Collateral) but for the commencement of the Chapter 11 Cases, including all tangible and intangible prepetition and postpetition property of the DIP Loan Parties of the same nature, scope, and type as such Prepetition Collateral (including any Prepetition B-2 Priority Collateral, Prepetition Joint

Prepetition B-2 Loan Documents to be senior to the Prepetition B-2 Liens, solely to the extent that such permitted liens are (a) valid, perfected, and non-avoidable on the Petition Date or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code (collectively, the "Prepetition B-2 Permitted Senior Liens"); (ii) a valid, binding, properly perfected, enforceable, non-avoidable first priority security interest in and continuing lien on the UST Tranche B Joint Collateral (as defined in the Prepetition Intercreditor Agreement), which, for the avoidance of doubt, includes all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the "Prepetition Joint Collateral"), subject only to the *pari passu* liens of the Prepetition UST Tranche B Agent and the Prepetition B-2 Permitted Senior Liens on the Prepetition Joint Collateral; (iii) a valid, binding, properly perfected, enforceable, non-avoidable security interest in and continuing lien on the Prepetition UST Tranche B Priority Collateral, subject and subordinate only to the liens of the Prepetition UST Tranche B Agent and the Prepetition B-2 Permitted Senior Liens on the Prepetition UST Tranche B Priority Collateral; and (iv) a valid, binding, properly perfected, enforceable, non-avoidable security interest in and continuing lien on the Prepetition ABL Priority Collateral (as defined below), subject and subordinate only to the liens of the Prepetition ABL Agent and the Prepetition B-2 Permitted Senior Liens on the Prepetition ABL Priority Collateral;

(viii) *Validity, Perfection and Priority of Prepetition ABL Liens*. As of the Petition Date, pursuant to the Prepetition ABL Loan Documents, the Prepetition ABL Loan Parties granted to the Prepetition ABL Agent, for the benefit of the Prepetition ABL Secured Parties, a

Collateral, Prepetition ABL Priority Collateral and Prepetition UST Tranche B Priority Collateral), regardless of where located and notwithstanding any monetary cap in any mortgage with respect to any Prepetition Collateral.

security interest in and continuing lien on (the "Prepetition ABL Liens" and, collectively with the Prepetition B-2 Liens, Prepetition UST Tranche A Liens, and Prepetition UST Tranche B Liens, the "Prepetition Liens") substantially all of their respective assets and property (other than Excluded Assets (as defined therein)) (collectively, the "Prepetition ABL Collateral" and, collectively with the Prepetition B-2 Collateral, Prepetition UST Tranche A Collateral, and Prepetition UST Tranche B Collateral, the "Prepetition Collateral"),[14] including: (i) a valid, binding, properly perfected, enforceable, non-avoidable first priority security interest in and continuing lien on the ABL Priority Collateral (as defined in the Prepetition Intercreditor Agreement), which, for the avoidance of doubt, includes all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the "Prepetition ABL Priority Collateral"), subject only to any liens permitted by the Prepetition ABL Loan Documents to be senior to the Prepetition ABL Liens, solely to the extent that such permitted liens are (a) valid, perfected, and non-avoidable on the Petition Date or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code (collectively, the "Prepetition ABL Permitted Senior Liens" and, collectively with the Prepetition B-2 Permitted Senior Liens, Prepetition UST Tranche A Permitted Senior Liens, and Prepetition UST Tranche B Permitted Senior Liens, the "Prepetition Permitted Senior Liens");[15] (ii) a valid, binding, properly perfected, enforceable, non-avoidable security interest in and continuing lien on the Prepetition B-2 Priority Collateral, subject and subordinate only to the liens of the Prepetition B-2 Agent and the Prepetition ABL Permitted Senior Liens on the Prepetition B-2 Priority Collateral; (iii) a valid,

[14] The Prepetition Collateral and the DIP Collateral, together, shall be referred to herein as the "Collateral."

[15] For the avoidance of doubt, no reference to the "Prepetition Permitted Senior Liens" shall refer to or include the Prepetition Liens.

binding, properly perfected, enforceable, non-avoidable security interest in and continuing lien on the Prepetition Joint Collateral, subject and subordinate only to the liens of the Prepetition B-2 Agent and Prepetition UST Tranche B Agent and the Prepetition ABL Permitted Senior Liens on the Prepetition Joint Collateral; and (iv) a valid, binding, properly perfected, enforceable, non-avoidable security interest in and continuing lien on the Prepetition UST Tranche B Priority Collateral, subject and subordinate only to the liens of the Prepetition B-2 Agent and Prepetition UST Tranche B Agent and the Prepetition ABL Permitted Senior Liens on the Prepetition UST Tranche B Priority Collateral;

(ix) *Waiver of Challenge*. None of the Prepetition Liens are subject to any contest, attack, rejection, recovery, reduction, defense, counterclaim, subordination, recharacterization, avoidance or other cause of action (including any avoidance actions under chapter 5 of the Bankruptcy Code), choses in action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law;

(x) *No Control*. None of the Prepetition Secured Parties or the DIP Secured Parties control (or have in the past controlled) any of the Debtors or their respective properties or operations, have authority to determine the manner in which any Debtor's operations are conducted or are control persons or insiders of any Debtor by virtue of any actions taken with respect to, in connection with, related to or arising from any Prepetition Loan Documents or the DIP Loan Documents;

(xi) *No Claims or Causes of Action*. No claims or causes of action held by the Debtors or their estates exist against, or with respect to, the Prepetition Secured Parties and each of their respective Representatives (as defined below), in each case, in their capacity as such, under or relating to any agreements by and among the Debtors and any Prepetition Secured Party that

were in existence as of the Petition Date; and

(xii) *Release*. Each of the Debtors and each of their estates, on its own behalf and on behalf of its and their respective predecessors, successors, heirs, and past, present and future subsidiaries and assigns, hereby (a) reaffirms the releases granted pursuant to paragraph G(xii) of the Interim Order and (b) absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the Prepetition Secured Parties, the DIP Secured Parties, and each of their respective Representatives (solely in their capacities as such) (collectively, the "Released Parties"), from any and all liability to the Debtors (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind, nature and description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, in contract or tort, in each case arising out of or related to the Prepetition Loan Documents, the DIP Facility, the DIP Loan Documents (including the DIP Term Sheet, the Junior DIP Credit Agreement, the Postpetition B-2 Credit Agreement, and the B-2 Amendment), the DIP Loans, the negotiation thereof, and the transactions and agreements reflected thereby, that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter may have against any of the Released Parties for or by reason of any act, omission, matter, or cause arising at any time on or prior to the date of this Final Order; *provided* that the release set forth in this section shall not release (i) any claims against or liabilities of a Released Party that a court of competent jurisdiction determines by a final non-appealable order to have directly and primarily resulted from such Released Party's bad faith, fraud, gross negligence, or willful misconduct, or (ii) any DIP Secured Party(ies) from honoring its/their obligations to the

Debtors under the DIP Loan Documents.

H. *Findings Regarding DIP Financing and Use of Cash Collateral.*

(i) Good and sufficient cause has been shown for the entry of this Final Order and for authorization of the DIP Loan Parties to obtain financing pursuant to the DIP Loan Documents.

(ii) The Debtors have demonstrated an immediate and critical need to obtain the DIP Loans and to use Prepetition Collateral (including Cash Collateral) in order to, among other things, maintain, administer, and preserve certain limited operations and maximize the value of their estates through an orderly winddown process of their businesses and a comprehensive sale process for their assets. Without the ability of the Debtors to obtain sufficient working capital and liquidity through the DIP Facility, and the continued use of Cash Collateral and other Prepetition Collateral as set forth in the DIP Orders, the Debtors would be unable to preserve and maximize the value of their estates. Accordingly, access to the DIP Loans provided under the DIP Facility and to Cash Collateral as set forth in the DIP Orders is necessary to maximize the value of the assets of the Debtors' estates to maximize the recovery to all creditors of the estates in these Chapter 11 Cases.

(iii) The Debtors are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense or secured financing on more favorable terms from sources other than the DIP Lenders under the DIP Loan Documents. The Debtors are also unable to obtain secured credit without granting to the DIP Secured Parties the DIP Liens and the DIP Superpriority Claims (each as defined below) and incurring the Adequate Protection Obligations (as defined below) on the terms and subject to the conditions set forth in the DIP Orders and in the DIP Loan Documents.

(iv) Based on the DIP Motion, the First Day Declaration, the Kaldenberg Declaration, the Whittman Declaration, the findings set forth in the Interim Order and this Final Order, and the record and argument presented to the Court at the Interim Hearing and the Final Hearing, the terms of the DIP Facility, the terms of the adequate protection granted to the Prepetition Secured Parties as provided in paragraph 14 of this Final Order (and, with respect to the Prepetition UST Secured Parties, as provided in the Final UST Cash Collateral Order) (collectively, the "Adequate Protection"), and the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral) pursuant to the DIP Orders, the UST Cash Collateral Orders, and the DIP Loan Documents are consistent with the Bankruptcy Code, including section 506(b) thereof, are fair and reasonable, and reflect the DIP Loan Parties' exercise of prudent business judgment consistent with their fiduciary duties under the circumstances.

(v) The DIP Orders, the DIP Facility, the Adequate Protection, and the use of the Prepetition Collateral (including Cash Collateral) have been negotiated in good faith and at arm's length among the DIP Loan Parties, the DIP Secured Parties, the Prepetition Secured Parties, and the Prepetition UST Secured Parties (each of whom acted in good faith in negotiating such documents), and all of the loans and other financial accommodations extended by the DIP Secured Parties and the Prepetition Secured Parties (as applicable) to the DIP Loan Parties under, in respect of, or in connection with, the DIP Facility and the DIP Loan Documents (including the granting of the Adequate Protection Liens (as defined below), the UST Adequate Protection Liens, and other adequate protections provided herein and in the UST Cash Collateral Orders), shall be deemed to have been extended by the DIP Secured Parties in good faith, as that term is used in section 364(c) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and their respective

successors and assigns) and such Prepetition Secured Parties (and their respective successors and assigns) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that the Interim Order, this Final Order, or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(vi) The Prepetition Secured Parties and the DIP Secured Parties have acted in good faith and without negligence, misconduct, or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining requisite approvals of the Interim Order, this Final Order, the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facility or the use of Cash Collateral, the DIP Loan Documents, and all other documents related to and all transactions contemplated by the foregoing. Accordingly, without limitation to any other right to indemnification, the Prepetition Secured Parties and the DIP Secured Parties shall be and hereby are indemnified (as applicable) as provided in and pursuant to the terms of the DIP Loan Documents and the Prepetition Loan Documents, as applicable, including, without limitation, Section 10.05 of the Junior DIP Credit Agreement, Section 10.05 of the Prepetition B-2 Credit Agreement, and Section 15.2 of the Prepetition ABL Credit Agreement.

(vii) The Prepetition Secured Parties are entitled to the Adequate Protection as and to the extent set forth herein pursuant to sections 361, 362, 363 and 364 of the Bankruptcy Code. Based on the DIP Motion and on the record presented to the Court, the terms of the proposed Adequate Protection are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Prepetition Collateral, including Cash Collateral.

(viii) To the extent that their consent is required, the requisite Prepetition Secured Parties have consented or are deemed to have consented to the use of Prepetition Collateral, including Cash Collateral, and the priming of certain of the Prepetition Liens on the Prepetition Collateral by the DIP Liens, in each case on the terms set forth in the DIP Loan Documents and the DIP Orders; *provided* that nothing in the DIP Orders or the DIP Loan Documents shall (x) be construed as the affirmative consent by any of the Prepetition Secured Parties for the use of Cash Collateral other than on the terms set forth in the DIP Orders, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering Prepetition Collateral or Prepetition UST Collateral (whether senior or junior) other than as contemplated by the DIP Orders (or, as applicable, the UST Cash Collateral Orders), or (z) prejudice, limit or otherwise impair the rights of any Prepetition Secured Party or Prepetition UST Secured Party to seek new, different or additional adequate protection or assert any other right, and the rights of any other party in interest, including the DIP Loan Parties to object to such relief, are hereby preserved, subject to the terms and conditions of the Prepetition Intercreditor Agreement and this Final Order.

(ix) The Debtors prepared and delivered to the advisors to the Junior DIP Secured Parties, the Prepetition ABL Secured Parties, the B-2 Secured Parties, and the Prepetition UST Secured Parties an initial budget (the "Initial DIP Budget"), attached to the Interim Order as **Schedule 1**. The Initial DIP Budget reflected, among other things, the Debtors' anticipated operating receipts, operating disbursements, non-operating disbursements, net operating cash flow, and liquidity for each calendar week covered thereby. The Interim Order provided that the Initial DIP Budget may be modified, amended, extended, and updated from time to time in accordance with the DIP Term Sheet (subject to the Documentation Principles) and with the approval of the Junior DIP Secured Parties, the B-2 Lenders, the Prepetition ABL Agent and the

Prepetition UST Secured Parties (such approval of the Prepetition UST Secured Parties not to be unreasonably withheld). Each subsequent budget, once approved in accordance with the DIP Loan Documents and the DIP Orders and subject to the review and approval of the Junior DIP Lender, the B-2 Lenders, the Prepetition ABL Agent, and the Prepetition UST Secured Parties (such approval of the Prepetition UST Secured Parties not to be unreasonably withheld) shall modify, replace, supplement or supersede, as applicable, the Initial DIP Budget for the periods covered thereby (the Initial DIP Budget and each subsequent approved budget, an "Approved Budget"); *provided,* that any modification or amendment to the Approved Budget shall be provided to counsel for the Creditors' Committee no less than three (3) business days prior to the effectiveness of such modification or amendment. The current Approved Budget is attached hereto as **Schedule 1**.

(x) Each of the Prepetition Secured Parties shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring, or profits of any of the Prepetition Collateral.

(xi) The intercreditor and subordination provisions set forth in the DIP Orders and in the other DIP Loan Documents are essential elements of the DIP Facility and the protections granted to the parties as consideration therefor and were, pursuant to the Interim Order, made immediately and irrevocably binding and enforceable.

I. *Immediate Entry*. Sufficient cause exists for immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). Absent the relief granted in this Final Order, the Debtors will be unable to access continued liquidity through the DIP Loans and Cash Collateral required to fund their estates and maximize estate value. The DIP Facility and continued use of

Prepetition Collateral (including Cash Collateral), in accordance with this Final Order and the DIP Loan Documents, are therefore in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. The DIP Motion and this Final Order comply with the requirements of Bankruptcy Local Rule 4001-2.

J. *Prepetition Permitted Senior Liens; Continuation of Prepetition Liens*. Nothing herein constitutes a finding or ruling by this Court that any alleged Prepetition Permitted Senior Lien is valid, senior, enforceable, prior, perfected, or non-avoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including, but not limited to, the Debtors, the DIP Secured Parties, or the Prepetition Secured Parties, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged Prepetition Permitted Senior Lien. For the avoidance of doubt, the right of a seller of goods to reclaim goods under section 546(c) of the Bankruptcy Code does not constitute a Prepetition Permitted Senior Lien, and any such right is expressly subject to the DIP Liens and the Prepetition Liens (each as defined herein). The Prepetition Liens and the DIP Liens are continuing liens and the DIP Collateral is and will continue to be encumbered by such liens.

K. *Intercreditor Agreement.* Pursuant to section 510 of the Bankruptcy Code, the Prepetition Intercreditor Agreement shall: (i) remain in full force and effect, (ii) continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties and Prepetition UST Secured Parties (including the relative priorities, rights and remedies of such parties with respect to replacement liens, administrative expense claims and superpriority administrative expense claims or amounts payable in respect thereof), and (iii) not be deemed to be amended, altered or modified by the terms of the DIP Orders, the UST Cash Collateral Orders, or the DIP Loan Documents, unless expressly set forth therein or herein, as applicable.

L. Contemporaneous with the entry of this Final Order, the Court is entering the Final UST Cash Collateral Order granting the UST Adequate Protection (as defined in the Final UST Cash Collateral Order) on a final basis to the Prepetition UST Secured Parties.

Based upon the DIP Motion, the foregoing findings and conclusions, and the overall record before the Court, and after due consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The DIP Motion is granted on a final basis on the terms and conditions set forth in this Final Order. All objections to the Final Order, to the extent not withdrawn, waived, settled, or resolved, are hereby overruled on the merits.

2. *Authorization of the DIP Financing and the DIP Loan Documents.*

(a) The DIP Loan Parties were authorized by the Interim Order, and are hereby authorized on a final basis to execute (to the extent not previously executed), deliver, enter into and perform all of their obligations under the DIP Loan Documents and to perform such other acts as may be necessary, appropriate or desirable in connection therewith. The Junior DIP Credit Agreement, the Postpetition B-2 Credit Agreement, and the B-2 Amendment were deemed, by the Interim Order, and hereby are deemed on a final basis effective as of the Closing Date (as defined in the DIP Term Sheet). The Borrower was previously authorized by the Interim Order, and is hereby authorized on a final basis to borrow up to and draw (a) $60 million (the "Initial Draw") pursuant to the terms and conditions of the DIP Loan Documents and (b) $37.5 million (the Second Draw) on such date that the Second Draw became available to be drawn pursuant to the terms and provisions of the DIP Loan Documents, and the DIP Guarantors were authorized by the Interim Order, and are hereby authorized on a final basis to guarantee the Borrower's obligations on account of the Initial Draw and the Second Draw, subject to any limitations set forth in the DIP

Loan Documents. The Borrower is hereby authorized on a final basis to borrow and draw (x) an incremental $45 million (the Third Draw) upon entry of this Final Order and, thereafter, at the Borrower's request and without further approval or order of this Court, (y) up to $70 million in further incremental loans (the Additional Junior DIP Loans), and the DIP Guarantors are hereby authorized on a final basis to guarantee the Borrower's DIP Obligations on account of the Third Draw and (if and to the extent drawn) the Additional Junior DIP Loans, subject to any limitations set forth in the DIP Loan Documents. The proceeds of the DIP Loans shall be used for all purposes permitted under the DIP Loan Documents and the DIP Orders, in each case subject to and in accordance with the Approved Budget (subject to any Permitted Variances).

(b) In furtherance of the foregoing and without further approval of this Court, each DIP Loan Party was, by the Interim Order, and hereby is authorized and directed to perform all acts, to make, execute and deliver all instruments, certificates, agreements, charges, deeds and documents, execute or record pledge and security agreements, mortgages, financing statements and other similar documents, if any, and, subject to the provisions of the DIP Orders (or the UST Cash Collateral Orders, as applicable) to pay all DIP Obligations as and when such amounts become due and payable, including fees, expenses and indemnities in connection with or that may be reasonably required, necessary, or desirable in connection with the DIP Financing, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Loan Documents;

(ii) the execution and delivery of, and performance under, one or more amendments, waivers, consents or other modifications to and under the DIP Loan Documents, in each case, in such form as the respective DIP Secured Parties may accept and with any such other

approvals as required by the DIP Loan Documents, it being understood that no further approval of this Court, unless expressly set forth herein, shall be required for any such amendments, waivers, consents or other modifications (or the payment of any fees, including attorneys', accountants', appraisers' and financial advisors' fees, and other expenses, charges, costs, indemnities and other like obligations in connection therewith) that do not shorten the scheduled maturity of the DIP Facility, increase the aggregate DIP Commitments, increase the rate of interest or fees payable thereunder, or release any DIP Liens. Updates, modifications, and supplements to the Approved Budget in accordance with the DIP Orders and the DIP Loan Documents shall not require any further approval of or order of this Court, but, for the avoidance of doubt, shall be subject to review and approval by the DIP Secured Parties, the B-2 Lenders, the Prepetition ABL Agent, and the Prepetition UST Secured Parties (such approval of the Prepetition UST Secured Parties not to be unreasonably withheld) and shall be provided to the Creditors' Committee no less three (3) business days (or a soon as reasonably practicable) prior to the effectiveness of such update, modification or supplement;

(iii) the non-refundable payment to any of the DIP Secured Parties of all principal, interest, and fees in connection with the DIP Facility, including any amendment fees, premiums, servicing fees, audit fees, liquidator fees, structuring fees, arrangement fees, administrative agent's, collateral agent's or security trustee's fees, upfront fees, closing fees, commitment premiums, exit fees, closing date fees, prepayment premium or fees (including the Make-Whole Amount), or agency fees, and any amounts due in respect of any indemnification and expense reimbursement obligations, including, without limitation, reasonable and documented fees and out-of-pocket expenses of professionals retained by, or on behalf of, any of the DIP Secured Parties (including, without limitation, those of Quinn Emanuel Urquhart & Sullivan, LLP,

Ropes & Gray LLP, Province, LLC, White & Case LLP, GrayRobinson, P.A., Holland & Knight LLP, Osler, Hoskin & Harcourt LLP, FTI Consulting, Inc., and any local legal counsel or other advisors in any foreign jurisdiction (but no more than one local legal counsel or other advisor in any foreign jurisdiction for each of the Junior DIP Lender and the Postpetition B-2 Lenders), and any other advisors of the DIP Secured Parties as permitted under the DIP Loan Documents), in each case, as provided in the DIP Loan Documents (collectively, the "DIP Fees and Expenses"), without the need to file retention or fee applications; the payment of the foregoing amounts shall be irrevocable, and was and shall be deemed to have been approved upon entry of the Interim Order or this Final Order, as applicable, whether any such obligations arose before or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, and upon payment thereof, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, disallowance, impairment, or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or applicable non-bankruptcy law.

3. *DIP Obligations*. Upon execution and delivery of the DIP Loan Documents, the DIP Loan Documents constituted (and, as of the date of entry of this Final Order, shall continue to constitute) legal, valid, binding and non-avoidable obligations of the DIP Loan Parties, enforceable against each DIP Loan Party and their estates in accordance with their respective terms and this Final Order, and any successors thereto, including any trustee appointed in the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon conversion of any of these cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon execution and delivery of the DIP Term Sheet, the DIP Obligations included (and, as of the date of entry of this Final Order, shall continue to include) all loans and

any other indebtedness or obligations, contingent or absolute, which may from time to time be owing by any of the DIP Loan Parties to any of the DIP Secured Parties, in such capacities, in each case, under the DIP Loan Documents and the DIP Orders, including all principal, interest, costs, fees, expenses, premiums, indemnities and other amounts. The DIP Loan Parties shall be jointly and severally liable for the DIP Obligations. Except as (and solely to the extent) expressly provided herein, no obligation, payment, transfer, or grant of security hereunder or under the DIP Loan Documents to the Junior DIP Agent, the Postpetition B-2 Agent, and/or the other DIP Secured Parties shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 502(d), 544, and 547 to 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

4. *Carve-Out.*

(a) As used herein, the "Carve-Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate pursuant to 31 U.S.C. § 3717 (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all (x) fees and expenses (the "Allowed Professional

Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Creditors' Committee pursuant to section 328 or 1103 of the Bankruptcy Code ("Committee Professionals," and together with the Debtor Professionals, the "Professional Persons") and (y) reasonable and documented out-of-pocket reimbursable expenses incurred by members of the Creditors' Committee, solely to the extent incurred in their capacity as such, at any time before or on the first business day following delivery by the Junior DIP Agent or the Postpetition B-2 Agent of a Carve-Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $2,500,000 incurred after the first business day following delivery by the Junior DIP Agent or the Postpetition B-2 Agent of the Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap").[16] For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the Junior DIP Agent or the Postpetition B-2 Agent to the Debtors, their lead restructuring counsel, the U.S. Trustee, the Prepetition ABL Agent and counsel thereto, counsel to the Junior DIP Agent or the Postpetition B-2 Agent (whichever did not deliver the Carve-Out Trigger Notice), and counsel to the Creditors' Committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined in the Junior DIP Credit Agreement or the Postpetition B-2 Credit Agreement, as applicable) and acceleration of the DIP Obligations under the Junior DIP Facility or the Postpetition B-2 Facility, stating that the Post-Carve-Out

[16] The Post-Carve-Out Trigger Notice Cap shall be increased to $3,500,000, without further approval or order of this Court, in the event that the U.S. Trustee appoints an official committee of equity holders (with any professionals retained by such committee constituting Professional Persons as that term is used herein).

Trigger Notice Cap has been invoked.

(b) Delivery of Weekly Fee Statements. Not later than 7:00 p.m. New York time on the third business day of each week, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "Estimated Fees and Expenses") incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); *provided* that, within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the "Final Statement") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause such Weekly Statement and Final Statement to be delivered on the same day received to the Junior DIP Agent, the B-2 Lenders, and the Creditors' Committee). If any Professional Person fails to deliver a Weekly Statement within three (3) calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Pre-Carve-Out Trigger Notice Reserve (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person.

(c) Carve-Out Reserves.

(i) Commencing with the week ended August 18, 2023, and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of (a) the greater of (i) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors, the Junior DIP Agent, and the B-2 Lenders, and (ii) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the Approved Budget during such week, *plus* (b) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the week occurring after the most recent Calculation Date; *provided* that the amount deposited into the Funded Reserve Account each week for each applicable Professional Person pursuant to the foregoing clauses (a)-(b) shall only ever exceed the applicable amount allocated to such Professional Person set forth in the Approved Budget (x) if such Professional Person's Estimated Fees and Expenses exceed the applicable budgeted amount allocated to that Professional Person under the Approved Budget and (y) only to the extent of such difference. The Debtors shall deposit and hold such amounts in a segregated account designated by and subject to the control of the Junior DIP Agent and the Postpetition B-2 Agent in trust (the "Funded Reserve Account") to pay such Allowed Professional Fees prior to any and all other claims, and all payments of Allowed Professional Fees incurred prior to the Termination Declaration Date shall be paid first from such Funded Reserve Account.

(ii) On the day on which a Carve-Out Trigger Notice is given by the Junior DIP Agent or the Postpetition B-2 Agent to the Debtors with a copy to counsel to the Creditors' Committee and counsel to the Prepetition ABL Agent (the "Termination Declaration Date"), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of

such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account designated by and subject to the control of the Junior DIP Agent and the Postpetition B-2 Agent in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve-Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, the Carve-Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve-Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve-Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account designated by and subject to the control of the Junior DIP Agent and the Postpetition B-2 Agent in trust to pay such Allowed Professional Fees benefiting from the Post-Carve-Out Trigger Notice Cap (the "Post-Carve-Out Trigger Notice Reserve" and, together with the Pre-Carve-Out Trigger Notice Reserve, the "Carve-Out Reserves") prior to any and all other claims. All funds in the Pre-Carve-Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve-Out set forth above (the "Pre-Carve-Out Amounts"), but not, for the avoidance of doubt, the Post-Carve-Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve-Out Trigger Notice Reserve has not been reduced to zero, subject to the priorities set forth herein and in the DIP Loan Documents, in the UST Cash Collateral Orders and in the Prepetition Intercreditor Agreement, as applicable, to pay the Junior DIP Agent and the Postpetition B-2 Agent for the benefit of the applicable DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full in cash and all DIP Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties and the Prepetition

UST Secured Parties in accordance with their rights and priorities as set forth in the DIP Orders, the UST Cash Collateral Orders and the Prepetition Intercreditor Agreement, as applicable. All funds in the Post-Carve-Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve-Out set forth above (the "Post-Carve-Out Amounts"), and then, to the extent the Post-Carve-Out Trigger Notice Reserve has not been reduced to zero, subject to the priorities set forth herein, in the DIP Loan Documents, in the UST Cash Collateral Orders and in the Prepetition Intercreditor Agreement, as applicable, to pay the Junior DIP Agent and the Postpetition B-2 Agent for the benefit of the applicable DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full in cash and all DIP Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties and the Prepetition UST Secured Parties in accordance with their rights and priorities as set forth in the DIP Orders and the UST Cash Collateral Orders. Notwithstanding anything to the contrary in the DIP Loan Documents or the DIP Orders, if either of the Carve-Out Reserves is not funded in full in the amounts set forth in this paragraph 4, then, any excess funds in one of the Carve-Out Reserves following the payment of the Pre-Carve-Out Amounts and Post-Carve-Out Amounts, respectively, shall be used to fund the other Carve-Out Reserve, up to the applicable amount set forth in this paragraph 4, prior to making any payments to the Junior DIP Agent, the Postpetition B-2 Agent, or the Prepetition Secured Parties and the Prepetition UST Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Loan Documents or the DIP Orders, following delivery of a Carve-Out Trigger Notice, the Junior DIP Agent, the Postpetition B-2 Agent, the Prepetition UST Agent, and the Prepetition Agents shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Reserves have been fully funded, but shall have a security interest in any

residual interest in the Carve-Out Reserves, with any excess paid to the Junior DIP Agent and the Postpetition B-2 Agent for application in accordance with the DIP Loan Documents, the DIP Orders, and the UST Cash Collateral Orders. Further, notwithstanding anything to the contrary in the DIP Orders or the UST Cash Collateral Orders, (i) disbursements by the Debtors from the Carve-Out Reserves shall not constitute DIP Loans or increase or reduce the DIP Obligations, (ii) the failure of the Carve-Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve-Out, and (iii) in no way shall the Initial DIP Budget, any subsequent Approved Budget, Carve-Out, Post-Carve-Out Trigger Notice Cap, Carve-Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in the DIP Orders, the UST Cash Collateral Orders, the DIP Facility, or in any Prepetition Loan Document or Prepetition UST Loan Document, the Carve-Out shall be senior to all liens and claims securing the DIP Facility, the Adequate Protection Liens (including the UST Adequate Protection Liens), the ABL 507(b) Claims (as defined below), B-2 507(b) Claims (as defined below), UST Tranche A 507(b) Claims, UST Tranche B 507(b) Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations, the Prepetition Secured Obligations, or the Prepetition UST Secured Obligations.

(d) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve-Out.

(e) No Direct Obligation To Pay Allowed Professional Fees. None of the Junior DIP Agent, the Junior DIP Lender, the Postpetition B-2 Secured Parties, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or

disbursements of any Professional Person incurred in connection with these Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the Junior DIP Agent, the Junior DIP Lender, the Postpetition B-2 Secured Parties, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) Payment of Carve-Out On or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve-Out on a dollar-for-dollar basis. Any funding of the Carve-Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under the DIP Orders, the DIP Loan Documents, the Bankruptcy Code, and applicable law.

(g) Reservation of Rights. Nothing in this Final Order shall be construed as a waiver of any right of the DIP Secured Parties or any of the Prepetition Secured Parties or Prepetition UST Secured Parties to object to any fee statement, interim application, or monthly application issued or filed by any Professional Persons.

5. *Junior DIP Superpriority Claims*. Except as provided for herein, including in paragraph 7(i) below, or in the DIP Loan Documents, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the Junior DIP Obligations shall constitute allowed superpriority administrative expense claims (the "Junior DIP Superpriority Claims") against the DIP Loan Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the DIP Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in

sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations except as set forth herein), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment; *provided* that, (i) with respect to the Prepetition UST Tranche B Priority Collateral, the Prepetition Joint Collateral, and the Prepetition ABL Priority Collateral, the Junior DIP Superpriority Claims shall be junior to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges, (C) the Prepetition Liens of the Prepetition UST Secured Parties (*i.e.*, the Prepetition UST Liens), the Prepetition ABL Secured Parties and the Prepetition B-2 Secured Parties, and the Postpetition B-2 Liens (as defined below) and the Postpetition B-2 Superpriority Claims (as defined below), in each case in respect thereof (in such order of priority as set forth herein, in the Final UST Cash Collateral Order, and in the Prepetition Intercreditor Agreement, as applicable), and (D) the Adequate Protection Liens of the Prepetition UST Secured Parties (*i.e.*, the UST Adequate Protection Liens), the Prepetition ABL Secured Parties and the Prepetition B-2 Secured Parties in respect thereof, and the 507(b) Claims of the Prepetition UST Secured Parties (*i.e.*, the UST 507(b) Claims), the Prepetition ABL Secured Parties and the Prepetition B-2 Secured Parties in respect thereof; and (ii) with respect to the Prepetition B-2 Priority Collateral, shall be junior only to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges, (C) the Prepetition B-2 Liens, the Postpetition B-2 Liens and the Postpetition B-2 Superpriority Claims, and (D) the B-2 Adequate Protection Liens and B-2 507(b) Claims, and otherwise shall be senior in all respects to the Prepetition ABL Secured Parties' and the Prepetition UST Secured Parties' Prepetition Liens, Adequate Protection Liens, and 507(b) Claims with respect thereto). The Junior DIP Superpriority Claims shall be payable

from, and have recourse to, all prepetition and postpetition property of the DIP Loan Parties and all proceeds thereof (excluding (x) the Carve-Out Reserves and amounts held therein other than the Junior DIP Secured Parties' reversionary interest therein and (y) claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, the "Avoidance Actions"), but including any proceeds or property recovered as a result of any Avoidance Actions (but not the Avoidance Actions themselves), whether by judgment, settlement or otherwise (the "Avoidance Proceeds")), subject to the Carve-Out, the Canadian Priority Charges, and the other liens and claims as applicable as set forth in the immediately preceding sentence, and subject in all respects to paragraph 11 of this Final Order; *provided* that no prepayment, repayment, repurchase or exchange of borrowings under the Junior DIP Facility shall occur until all B-2 Obligations have first been indefeasibly paid in full in cash and any such prepayment, repayment, repurchase or exchange shall otherwise be consistent with the priorities for liens and claims securing the Junior DIP Facility as set forth in this Final Order, including in paragraph 7(i) below, or in the DIP Loan Documents. The Junior DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

6. *Postpetition B-2 Superpriority Claims*. Pursuant to section 364(c)(1) of the Bankruptcy Code, and except as provided for herein or in the DIP Loan Documents, all of the Postpetition B-2 Obligations shall constitute allowed superpriority administrative expense claims (the "Postpetition B-2 Superpriority Claims," and, together with the Junior DIP Superpriority Claims, the "DIP Superpriority Claims") against the DIP Loan Parties on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the DIP

Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code (including the Adequate Protection Obligations except to the extent set forth herein), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment; *provided* that: (i) with respect to the Prepetition UST Tranche B Priority Collateral, the Prepetition Joint Collateral, and the Prepetition ABL Priority Collateral, the Postpetition B-2 Superpriority Claims shall be junior, in the following order, to (A) the Carve-Out, (B) the Canadian Priority Charges, and (C) the Prepetition Liens of the Prepetition UST Secured Parties (*i.e.*, the Prepetition UST Liens) and the Prepetition ABL Secured Parties in respect thereof (in such order of priority as set forth herein, in the Final UST Cash Collateral Order, and in the Prepetition Intercreditor Agreement, as applicable), the Adequate Protection Liens of the Prepetition UST Secured Parties (*i.e.*, the UST Adequate Protection Liens), the Prepetition ABL Secured Parties, and the Prepetition B-2 Secured Parties in respect thereof, and the 507(b) Claims of the Prepetition UST Secured Parties (*i.e.*, the UST 507(b) Claims), the Prepetition ABL Secured Parties, and the Prepetition B-2 Secured Parties in respect thereof, and shall otherwise be senior in all respects to the Junior DIP Liens and the Junior DIP Superpriority Claims; and (ii) with respect to the Prepetition B-2 Priority Collateral, the Postpetition B-2 Superpriority Claims shall be junior only, in the following order, to (A) the Carve-Out and (B) the Canadian Priority Charges, and otherwise shall be senior in all respects to the Junior DIP Superpriority Claims, the Junior DIP Liens, and the Prepetition ABL Secured Parties' and the Prepetition UST Secured Parties' Prepetition Liens, Adequate Protection Liens, and 507(b) Claims with respect thereto. The

Postpetition B-2 Superpriority Claims shall be payable from, and have recourse to, all prepetition and postpetition property of the DIP Loan Parties and all proceeds thereof (excluding (x) the Carve-Out Reserves and amounts held therein other than the B-2 Secured Parties' reversionary interest therein and (y) Avoidance Actions, but including the Avoidance Proceeds), subject only to the Carve-Out and the Canadian Priority Charges, and the other liens and claims as applicable as set forth in the immediately preceding sentence, and subject in all respects to paragraph 11 of this Final Order. The Postpetition B-2 Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

7. *Junior DIP Liens*. As security for the Junior DIP Obligations, effective and automatically properly perfected on the date the Interim Order was entered, and without the necessity of execution, recordation or filing of any perfection document or instrument, or the possession or control by the Junior DIP Agent of, or over, any Collateral, without any further action by the Junior DIP Secured Parties, the following valid, binding, continuing, fully perfected, enforceable and non-avoidable security interests and liens (the "Junior DIP Liens") were, by the Interim Order,[17] and are hereby granted on a final basis to the Junior DIP Agent for the benefit of the Junior DIP Secured Parties:

(a) *Liens on Unencumbered Property*. Except as provided for herein, including in paragraph 7(i) below, or in the DIP Loan Documents, pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority lien on and security interest in (subject and subordinate only to, in the following order, (A) the Carve-Out and (B) the Canadian Priority Charges) all tangible and

[17] For clarity, liens on Avoidance Proceeds were not granted by the Interim Order but are granted under and effective upon entry of this Final Order (pursuant to the terms set forth herein), including paragraph 11 of this Final Order.

intangible prepetition and postpetition property of the DIP Loan Parties, other than Excluded Property, whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, that, on or as of the Petition Date, was not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and also excluding the Avoidance Actions and the Carve-Out Reserves (and any amounts held therein), but including Avoidance Proceeds (collectively, the "Unencumbered Property," and such liens, the "Junior DIP Unencumbered Property Liens")), subject in all respects to paragraph 11 of this Final Order.

(b) *Liens on DIP Proceeds Account*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority lien on and security interest in the proceeds of the Junior DIP Facility in the DIP Proceeds Account, *pari passu* with the Postpetition B-2 Liens (it being understood that the Prepetition Secured Parties have no Lien on the DIP Proceeds Account).

(c) *Junior Liens Priming Certain Prepetition Secured Parties' Liens on Prepetition B-2 Priority Collateral*. Except as provided for herein, including in paragraph 7(i) below, or in the DIP Loan Documents, pursuant to sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior priority priming security interest in and lien (subject and subordinate only to, in the following order, (1) the Carve-Out, (2) the Canadian Priority Charges, (3) the Prepetition B-2 Liens and the Postpetition B-2 Liens, and (4) the B-2 Adequate Protection Liens) on all Prepetition B-2 Priority Collateral, which security interest and lien on the Prepetition B-2 Priority Collateral shall prime and be senior to the Prepetition ABL Liens, the ABL Adequate Protection Liens, the Prepetition UST Tranche B Liens, the Prepetition UST Tranche A Liens, the UST Tranche B Adequate Protection Liens and the UST

Tranche A Adequate Protection Liens (the "Junior DIP Priming B-2 Second Liens"). For the avoidance of doubt, except as provided for herein, including in paragraph 7(i) below, or in the DIP Loan Documents, pursuant the Junior DIP Priming B-2 Second Liens shall be (A) priming and senior in all respects to the Prepetition Liens and the Adequate Protection Liens of the Prepetition ABL Secured Parties and the Prepetition UST Secured Parties with respect to the Prepetition B-2 Priority Collateral, and (B) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code.

(d) *Junior Liens on Prepetition ABL Priority Collateral*. Pursuant to sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior priority security interest in, and lien upon all Prepetition ABL Priority Collateral (the "Junior DIP ABL Junior Liens"), which security interest and lien shall be junior to (with respect to the Prepetition ABL Priority Collateral), in the following order, (1) the Carve-Out, (2) the Canadian Priority Charges, and (3) the Prepetition ABL Liens, the ABL Adequate Protection Liens, the Prepetition B-2 Liens, the B-2 Adequate Protection Liens, the Postpetition B-2 Liens, the Prepetition UST Tranche B Liens, the UST Tranche B Adequate Protection Liens, the Prepetition UST Tranche A Liens, and the UST Tranche A Adequate Protection Liens (in accordance with the relative priorities set forth herein, in the UST Cash Collateral Orders, and in the Prepetition Intercreditor Agreement, as applicable). Notwithstanding anything herein to the contrary, the Junior DIP ABL Junior Liens shall be (A) junior in all respects to the Prepetition Liens (in accordance with the relative priorities set forth herein, in the UST Cash Collateral Orders, and in the Prepetition Intercreditor Agreement, as applicable) and Adequate Protection Liens of the Prepetition ABL Secured Parties, the Prepetition B-2 Secured Parties, and the Prepetition UST

Secured Parties, and junior to the Postpetition B-2 Liens, in each case on the Prepetition ABL Priority Collateral, and (B) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code.

(e) *Junior Liens on Prepetition UST Tranche B Priority Collateral*. Pursuant to sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior security interest in, and lien upon all Prepetition UST Tranche B Priority Collateral (the "Junior DIP UST Tranche B Priority Collateral Junior Liens"), which security interest and lien shall be junior to (with respect to the Prepetition UST Tranche B Priority Collateral), in the following order, (1) the Carve-Out, (2) the Canadian Priority Charges, and (3) the Prepetition Liens and the Adequate Protection Liens of the Prepetition UST Tranche B Secured Parties, the Prepetition B-2 Secured Parties, the Prepetition ABL Secured Parties, and the Prepetition UST Tranche A Secured Parties, and to the Postpetition B-2 Liens (in accordance with the relative priorities set forth herein, in the UST Cash Collateral Orders, and in the Prepetition Intercreditor Agreement, as applicable). Notwithstanding anything herein to the contrary, the Junior DIP UST Tranche B Priority Collateral Junior Liens shall be (A) junior in all respects to the Prepetition Liens (in accordance with the relative priorities set forth herein, in the UST Cash Collateral Orders, and in the Prepetition Intercreditor Agreement, as applicable) and Adequate Protection Liens of the Prepetition ABL Secured Parties, the Prepetition B-2 Secured Parties, and the Prepetition UST Secured Parties, and also junior to the Postpetition B-2 Liens, in each case on the Prepetition UST Tranche B Priority Collateral, and (B) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code.

(f) *Junior Liens on Prepetition Joint Collateral*. Pursuant to sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected junior security interest in, and lien upon all Prepetition Joint Collateral (the "Junior DIP Prepetition Joint Collateral Junior Liens"), which security interest and lien shall be junior to (with respect to the Prepetition Joint Collateral), in the following order, (1) the Carve-Out, (2) the Canadian Priority Charges, and (3) the Prepetition Liens and the Adequate Protection Liens of the Prepetition UST Tranche B Secured Parties, the Prepetition B-2 Secured Parties, the Prepetition ABL Secured Parties, and the Prepetition UST Tranche A Secured Parties, and to the Postpetition B-2 Liens (in such order of priority as set forth in the Prepetition Intercreditor Agreement). Notwithstanding anything herein to the contrary, the Junior DIP Prepetition Joint Collateral Junior Liens shall be (A) junior in all respects to the Prepetition Liens (as set forth in the Prepetition Intercreditor Agreement) and Adequate Protection Liens of the Prepetition ABL Secured Parties, the Prepetition B-2 Secured Parties, and the Prepetition UST Secured Parties, and junior to the Postpetition B-2 Liens, in each case on the Prepetition Joint Collateral, and (B) not subordinate to any lien, security interest or mortgage that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code.

(g) *Liens Junior to Certain Other Liens*. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully perfected junior security interest in, and lien upon, all tangible and intangible prepetition and postpetition property of the DIP Loan Parties that, on or as of the Petition Date, is subject to Prepetition Permitted Senior Liens, which shall be, except with respect to the Junior DIP Priming B-2 Second Liens and the Junior DIP Unencumbered Property Liens, junior and subordinate to the liens of the Prepetition ABL Secured Parties and the Prepetition UST Secured Parties in such order of priority as set forth in the

Prepetition Intercreditor Agreement with respect to the Prepetition Collateral. For the avoidance of doubt, except as provided for herein (including in paragraph 7(i) below) or in the DIP Loan Documents, the Junior DIP Liens shall prime the Prepetition ABL Liens, the Prepetition UST Tranche B Liens, and the Prepetition UST Tranche A Liens with respect to the Prepetition B-2 Priority Collateral (and, for the avoidance of doubt, the Junior DIP Liens with respect to the Prepetition B-2 Priority Collateral shall only be junior to, in the following order, (1) the Carve-Out, (2) the Canadian Priority Charges, (3) the Postpetition B-2 Liens and the Prepetition B-2 Liens, and (4) the B-2 Adequate Protection Liens), and with respect to each of the Prepetition ABL Priority Collateral, the Prepetition UST Tranche B Priority Collateral, and the Prepetition Joint Collateral, be junior in lien priority to the Prepetition Secured Parties (including the Prepetition UST Secured Parties) (which lien priority(ies), as applicable, shall remain governed by the Prepetition Intercreditor Agreement), any Adequate Protection Liens (including any adequate protection liens of the Prepetition UST Secured Parties) and the Postpetition B-2 Liens.

(h) *No Senior Liens.* The Junior DIP Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code unless otherwise provided in the DIP Loan Documents or this Final Order, and (B) unless otherwise provided for in the DIP Loan Documents or in this Final Order, any liens or security interests arising after the Petition Date (other than the Postpetition B-2 Liens and any Adequate Protection Liens of the Prepetition B-2 Secured Parties, the Prepetition ABL Secured Parties and the Prepetition UST Secured Parties, as set forth herein), including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Loan

Parties; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code unless otherwise provided for in the DIP Loan Documents or in this Final Order; *provided* that, for the avoidance of doubt, the Junior DIP Liens, unless otherwise provided herein, shall be subject and subordinate to the Prepetition Liens and the Adequate Protection Liens of the Prepetition B-2 Secured Parties, the Prepetition ABL Secured Parties, and the Prepetition UST Secured Parties, as applicable, and the Postpetition B-2 Liens, in each case as set forth in the foregoing paragraphs and the DIP Loan Documents; *provided*, *further*, that, for the avoidance of doubt, under the DIP Facility and this Final Order, the Junior DIP Liens shall be *pari passu* with the Postpetition B-2 Liens on the DIP Proceeds Account (it being understood that the Prepetition Secured Parties have no lien on the DIP Proceeds Account), and be senior to the Prepetition Liens and Adequate Protection Liens of the Prepetition ABL Secured Parties, the Prepetition UST Tranche B Secured Parties, and the Prepetition UST Tranche A Secured Parties (but shall be junior and subordinate to the Carve-Out, the Canadian Priority Charges, the Postpetition B-2 Liens, the Prepetition B-2 Liens, and the B-2 Adequate Protection Liens) with respect to the Prepetition B-2 Priority Collateral, as set forth herein and in the DIP Loan Documents.

(i) *Additional Junior DIP Loans*. Notwithstanding anything to the contrary contained herein, or in the Final UST Cash Collateral Order or the DIP Loan Documents to the contrary, the claims and liens in respect of the Additional Junior DIP Loans (if any) shall not prime any prepetition or postpetition claims or liens of the Prepetition Secured Parties, the Prepetition UST Secured Parties or the Postpetition B-2 Secured Parties and shall be junior and subordinated (including in right of payment) in all respects to the prepetition and postpetition claims and liens of the Prepetition Secured Parties, the Prepetition UST Secured Parties and the Postpetition B-2

Secured Parties, including in respect of any adequate protection claims, obligations, and liens granted under this Final Order and the Final UST Cash Collateral Order, including, without limitation, the Adequate Protection Liens, the UST Adequate Protection Liens, the Adequate Protection Obligations, the UST Adequate Protection Obligations, the 507(b) Claims, the UST 507(b) Claims, the Postpetition B-2 Liens and the Postpetition B-2 Superpriority Claims, including, for the avoidance of doubt, to the payment and enforcement rights of each of the B-2 Secured Parties, the Prepetition ABL Secured Parties, and the Prepetition UST Secured Parties, which rights with respect to the B-2 Secured Parties shall be consistent with and no less favorable than those set forth in this Final Order and the other DIP Loan Documents.

8. *Postpetition B-2 Liens*. As security for the Postpetition B-2 Obligations, effective and automatically properly perfected on the date the Interim Order was entered, and without the necessity of execution, recordation or filing of any perfection document or instrument, or the possession or control by the B-2 Agent of, or over, any Collateral, without any further action by the Postpetition B-2 Secured Parties, the following valid, binding, continuing, fully perfected, enforceable and non-avoidable security interests and liens (the "Postpetition B-2 Liens" and, together with the Junior DIP Liens, the "DIP Liens")[18] were, under the Interim Order, and are hereby on a final basis granted to the Postpetition B-2 Agent for the benefit of the Postpetition B-2 Secured Parties:

(a) *Liens on DIP Proceeds Account*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority lien on and security interest in the DIP Proceeds Account that are

[18] A summary table of the priority of the DIP Liens is set forth in **Schedule 2** hereto. This Schedule 2 is provided for the convenience of the Court and parties in interest. To the extent there is any conflict or inconsistency between the summary table in Schedule 2 and this Order, the Final UST Cash Collateral Order, or the Prepetition Intercreditor Agreement, regarding the priority of the DIP Liens or any other prepetition or postpetition liens of the Prepetition Secured Parties or the Prepetition UST Secured Parties, the lien priorities set forth in this Order, the Final UST Cash Collateral Order, and in the Prepetition Intercreditor Agreement, as applicable, shall control.

pari passu with the Junior DIP Liens on the DIP Proceeds Account. For purposes of this Final Order and the DIP Loan Documents, the proceeds of the Postpetition B-2 Facility in the DIP Proceeds Account shall constitute Prepetition B-2 Priority Collateral.

(b) *Liens on Unencumbered Property*. Pursuant to section 364(c)(2) of the Bankruptcy Code, a lien on and security interest in all Unencumbered Property (other than the DIP Proceeds Account), which shall be junior only to the Junior DIP Liens on such Unencumbered Property and senior to all other Liens.

(c) *Liens on Prepetition Collateral*. Pursuant to sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected senior priority priming security interest and lien (subject and subordinate only to, in the following order, (1) the Carve-Out and (2) the Canadian Priority Charges) on the Prepetition Collateral with the same priority as the Prepetition B-2 Liens on such Prepetition Collateral (as set forth in the Prepetition Intercreditor Agreement and herein), including, for the avoidance of doubt, first priority liens on all Prepetition B-2 Priority Collateral, in each case *pari passu* with the Prepetition B-2 Liens on such Prepetition Collateral, and in the case of any Prepetition B-2 Priority Collateral, also senior to the Junior DIP Liens on such Prepetition Collateral, and to the Prepetition Liens and Adequate Protection Liens of the Prepetition ABL Secured Parties and the Prepetition UST Secured Parties.

(d) *No Senior Liens.* The Postpetition B-2 Liens shall not be (i) subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors or their estates under section 551 of the Bankruptcy Code unless otherwise provided in the DIP Loan Documents or this Final Order, and (B) unless otherwise provided for in the DIP Loan Documents or in this Final Order, any liens or security

interests arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Loan Parties; or (ii) subordinated to or made *pari passu* with any other lien or security interest under section 363 or 364 of the Bankruptcy Code unless otherwise provided for in the DIP Loan Documents or in this Final Order; *provided* that, for the avoidance of doubt, the Prepetition B-2 Liens, unless otherwise provided herein, shall be subject and subordinate to the Prepetition Liens and the Adequate Protection Liens of the Prepetition ABL Secured Parties and the Prepetition UST Secured Parties with respect to the Prepetition ABL Priority Collateral and the Prepetition UST Tranche B Collateral, as applicable, to the extent set forth in the foregoing paragraphs and the DIP Loan Documents, and senior to the Junior DIP Liens; *provided*, *further*, that, for the avoidance of doubt, the Postpetition B-2 Liens shall prime and be senior to the Prepetition Liens and Adequate Protection Liens of the Prepetition ABL Secured Parties, the Prepetition UST Tranche B Secured Parties, the Prepetition UST Tranche A Secured Parties, and the Junior DIP Liens (and shall be junior and subordinate to the Carve-Out and the Canadian Priority Charges and *pari passu* with the Prepetition B-2 Liens), in each case with respect to the Prepetition B-2 Priority Collateral.

9. *Protection of DIP Secured Parties' Rights.*

(a) Except as and to the extent set forth in clauses (b)-(d) immediately below, to the extent any Prepetition Secured Party (or any Prepetition UST Secured Party) has possession of, or control over, any Prepetition Collateral or DIP Collateral, or has been listed as a secured party on any certificate of title for a titled good constituting Prepetition Collateral or DIP Collateral, such Prepetition Secured Party (and any Prepetition UST Secured Party) shall be deemed to have such possession or be so listed or have such possession or control as a gratuitous

bailee and/or gratuitous agent for the benefit of the Junior DIP Secured Parties, and Postpetition B-2 Secured Parties (as applicable, and, subject to the terms and provisions of this Final Order (including clauses (b)-(d) below (such clauses, the "Senior ICA Provisions"), the DIP Loan Documents and the Prepetition Intercreditor Agreement) such Prepetition Secured Party (including any such Prepetition UST Secured Party) shall comply with the instructions of the Junior DIP Agent or the Postpetition B-2 Agent, as applicable, with respect to any of the foregoing.

(b) So long as there are any B-2 Obligations, Postpetition B-2 Superpriority Claims or B-2 507(b) Claims outstanding and until all B-2 Obligations, Postpetition B-2 Superpriority Claims and B-2 507(b) Claims have been indefeasibly paid in full in cash, the B-2 Secured Parties shall have the exclusive right to exercise remedies with respect to the Prepetition B-2 Priority Collateral and the Junior DIP Secured Parties shall not exercise any remedies with respect to the Prepetition B-2 Priority Collateral, and the enforcement rights of the Prepetition Secured Parties (including the Prepetition UST Secured Parties) with respect to the Prepetition B-2 Priority Collateral shall be subject to the terms of the Prepetition Intercreditor Agreement as if (solely following payment in full in cash of all B-2 Obligations, Postpetition B-2 Superpriority Claims and B-2 507(b) Claims but prior to the Junior DIP Obligations being satisfied in full) the Junior DIP Agent was party thereto as a Tranche B-2 Term Agent (as defined in the Prepetition Intercreditor Agreement); *provided* that, notwithstanding the foregoing (and the Senior ICA Provisions), nothing contained herein (including the Senior ICA Provisions) shall be construed to prevent the Junior DIP Lender or the Junior DIP Agent from (i) filing a claim or statement of interest with respect to the outstanding obligations owed to it in the Chapter 11 Cases, (ii) taking any action (not adverse to the priority status of any other Prepetition Agent or any Prepetition Secured Party (including any Prepetition UST Secured Party) and not adverse to the priority status

of any Postpetition B-2 Secured Party, in order to create, perfect, preserve or protect (but not enforce) its lien, or (iii) filing any necessary or responsive pleadings in opposition to any motion, adversary proceeding, or other pleading filed by any person objecting to or otherwise seeking disallowance of the claim or lien of any Junior DIP Lender or the Junior DIP Agent (such actions in clauses (i) through (iii), the "Permitted Actions").

(c) So long as there are any Prepetition ABL Obligations or ABL 507(b) Claims outstanding and until all Prepetition ABL Obligations and ABL 507(b) Claims have been, solely with respect to the Prepetition ABL Priority Collateral, indefeasibly paid in full in cash, including the cash collateralization of all issued and outstanding letters of credit, the Prepetition ABL Secured Parties shall have the exclusive right to exercise remedies with respect to the Prepetition ABL Priority Collateral and the Junior DIP Secured Parties shall not exercise any remedies (but shall be permitted to take Permitted Actions) with respect to the Prepetition ABL Priority Collateral until the Prepetition Secured Obligations and the Postpetition B-2 Obligations have been indefeasibly paid in full in cash (including the cash collateralization of all issued and outstanding letters of credit of the Prepetition ABL Secured Parties), and the enforcement rights of the Prepetition Secured Parties (including the Prepetition UST Secured Parties) and the Postpetition B-2 Secured Parties with respect to the Prepetition ABL Priority Collateral shall be subject to the terms of the Prepetition Intercreditor Agreement and this Final Order, as applicable.

(d) So long as there are any Prepetition UST Tranche B Obligations or UST Tranche B 507(b) Claims outstanding and until all Prepetition UST Tranche B Obligations and UST Tranche B 507(b) Claims have been, solely with respect to the Prepetition Joint Collateral and Prepetition UST Tranche B Priority Collateral, indefeasibly paid in full in cash, the Prepetition UST Tranche B Secured Parties shall have the exclusive right to exercise remedies with respect to

the Prepetition UST Tranche B Priority Collateral and the Prepetition Joint Collateral (*provided* that, with respect to the Prepetition Joint Collateral, the B-2 Secured Parties, if any B-2 Obligations or B-2 507(b) Claims remain outstanding, shall maintain their enforcement and allocation rights as set forth in the Prepetition Intercreditor Agreement) and the Junior DIP Secured Parties shall not exercise any remedies (but shall be permitted to take Permitted Actions) with respect to the Prepetition UST Tranche B Priority Collateral and the Prepetition Joint Collateral until the Prepetition Secured Obligations and the Postpetition B-2 Obligations have been indefeasibly paid in full in cash, and the enforcement rights of the Prepetition Secured Parties (including the Prepetition UST Tranche B Secured Parties) and the Postpetition B-2 Secured Parties with respect to the Prepetition Joint Collateral and the Prepetition UST Tranche B Priority Collateral shall be subject to the terms of the Prepetition Intercreditor Agreement and this Final Order, as applicable.

(e)

(i) Except as otherwise set forth in this Final Order, until the B-2 Obligations are indefeasibly paid in full in cash, any proceeds of the Prepetition B-2 Priority Collateral received by any Junior DIP Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to such Prepetition B-2 Priority Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the B-2 Agent for the benefit of the B-2 Secured Parties, subject to the terms of this Final Order, the DIP Loan Documents, and the Prepetition Intercreditor Agreement, in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct.

(ii) Except as otherwise set forth in this Final Order and until the Prepetition Secured Obligations, the Prepetition UST Secured Obligations and Postpetition B-2 Obligations are indefeasibly paid in full in cash, any proceeds of Prepetition ABL Priority

Collateral, Prepetition Joint Collateral, and Prepetition UST Tranche B Priority Collateral, received by any Junior DIP Secured Party, whether in connection with the exercise of any right or remedy (including setoff) relating to such DIP Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the B-2 Agent or the applicable Prepetition Agent (including the Prepetition UST Tranche B Agent) for the benefit of the applicable Prepetition Secured Parties (including Prepetition UST Tranche B Secured Parties), subject to the terms of this Final Order, the DIP Loan Documents, the UST Cash Collateral Orders and the Prepetition Intercreditor Agreement, in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The B-2 Agent and each Prepetition Agent (including the Prepetition UST Tranche B Agent), as applicable, is hereby authorized to make any such endorsements as agent for the Junior DIP Secured Parties. This authorization is coupled with an interest and is irrevocable.

(iii) Except as otherwise set forth in this Final Order and until the Prepetition Secured Obligations, the Prepetition UST Secured Obligations and Postpetition B-2 Obligations are indefeasibly paid in full in cash, any proceeds of Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, and Prepetition UST Tranche B Priority Collateral, received by any Junior DIP Secured Party on account of any Additional Junior DIP Loans, whether in connection with the exercise of any right or remedy (including setoff) relating to such DIP Collateral or otherwise, shall be segregated and held in trust for the benefit of, and forthwith paid over to, the B-2 Agent or the applicable Prepetition Agent (including the Prepetition UST Tranche B Agent) for the benefit of the applicable Prepetition Secured Parties (including the Prepetition UST Tranche B Secured Parties), subject to the terms of this Final Order, the DIP Loan Documents, the UST Cash Collateral Orders and the Prepetition

Intercreditor Agreement, in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct. The B-2 Agent and each Prepetition Agent (including the Prepetition UST Tranche B Agent), as applicable, is hereby authorized to make any such endorsements as agent for the Junior DIP Secured Parties. This authorization is coupled with an interest and is irrevocable.

(f) The DIP Loan Parties shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the DIP Collateral, except (i) as otherwise permitted by the DIP Loan Documents (including the Junior DIP Credit Agreement and the Postpetition B-2 Credit Agreement) or (ii) in the case of any Prepetition ABL Priority Collateral, UST Tranche B Priority Collateral, and Prepetition Joint Collateral, pursuant to an order of the Court.

(g) Subject to the Senior ICA Provisions, upon the occurrence and during the continuation of an Event of Default (as defined in the Junior DIP Credit Agreement) that has not been waived by the Junior DIP Lender under the applicable DIP Loan Documents and following delivery of written notice (a "Termination Notice") (which may be by e-mail) on not less than five (5) calendar days' notice (such five (5) calendar day period, the "Junior DIP Agent Remedies Notice Period") to lead restructuring counsel to the Debtors, lead restructuring counsel to the Postpetition B-2 Agent, lead restructuring counsel to each of the Prepetition Agents, lead restructuring counsel to the Creditors' Committee, counsel to the Prepetition UST Secured Parties, and the U.S. Trustee (the "Remedies Notice Parties"), the Junior DIP Agent may (and any automatic stay otherwise applicable to the Junior DIP Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order (including this paragraph) is hereby modified), without further notice to, hearing of, or order from this Court, to the extent necessary to permit the Junior DIP Agent to take any or all of the

following actions, at the same time or different times, unless the Court orders otherwise (*provided* that, during the Junior DIP Agent Remedies Notice Period, the Debtors, the Creditors' Committee and/or any party in interest shall be entitled to seek an emergency hearing with the Court and the rights of the Junior DIP Secured Parties, the Postpetition B-2 Secured Parties and the Prepetition Secured Parties (including the Prepetition UST Secured Parties) are fully preserved) (*provided*, *further*, that, if a request for such hearing is made prior to the end of the Junior DIP Agent Remedies Notice Period, then the Junior DIP Agent Remedies Notice Period shall be continued until the Court hears at its earliest availability and rules with respect thereto): (a) immediately terminate and/or revoke the Debtors' right under this Final Order and any other DIP Loan Documents to use any Cash Collateral (subject to the Carve-Out and related provisions and the Canadian Priority Charges), (b) terminate the Junior DIP Facility and any DIP Loan Document as to any future liability or obligation of the Junior DIP Secured Parties but without affecting any of the Junior DIP Obligations or the Junior DIP Liens securing such Junior DIP Obligations; (c) declare all Junior DIP Obligations to be immediately due and payable; (d) deliver a Carve-Out Trigger Notice; and (e) invoke the right to charge interest at the default rate under the DIP Loan Documents. Upon delivery of such Termination Notice by the Junior DIP Agent, without further notice or order of the Court, subject only to the last sentence of paragraph 9(h), the Junior DIP Secured Parties', the Postpetition B-2 Secured Parties' and the Prepetition Secured Parties' consent to use Cash Collateral and the Debtors' ability to borrow Additional Junior DIP Loans hereunder will automatically terminate and the Junior DIP Secured Parties will have no obligation to provide any Junior DIP Loans or other financial accommodations. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of same on the docket.

(h) Immediately following the occurrence of an Event of Default and the

delivery of the Termination Notice, subject to the Junior DIP Agent Remedies Notice Period, the Junior DIP Secured Parties shall be authorized to, subject to the Prepetition Intercreditor Agreement, the terms and provisions set forth in this Final Order, including the Senior ICA Provisions, and the Carve-Out and related provisions and the Canadian Priority Charges: (a) freeze monies or balances in the Debtors' accounts (unless such monies constitute Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral); (b) immediately set-off any and all amounts in accounts maintained by the Debtors with, or subject to the control of, the Junior DIP Agent or the Junior DIP Secured Parties against the Junior DIP Obligations (unless such amounts constitute Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), (c) enforce any and all rights against the DIP Collateral (other than Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), including, without limitation, foreclosure on all or any portion of the DIP Collateral (other than Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), occupying the Debtors' premises, sale or disposition of the DIP Collateral (other than Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral); and (d) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP Loan Documents (including the Junior DIP Credit Agreement) or applicable law (other than with respect to Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral). If the Junior DIP Secured Parties are not prohibited by the Court from taking any enforcement action with respect to the DIP

Collateral (other than Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), the Debtors shall cooperate with the Junior DIP Secured Parties in their efforts to enforce their security interest in the DIP Collateral (other than Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such Junior DIP Secured Parties from enforcing their security interests in the DIP Collateral, subject to the terms and priorities set forth in this Final Order (including paragraph 7(i) below), the UST Final Cash Collateral Order, the DIP Loan Documents and the Prepetition Intercreditor Agreement, as applicable. During the Junior DIP Agent Remedies Notice Period, the Debtors may use the proceeds of the Junior DIP Facility to the extent drawn prior to the occurrence of an Event of Default (as defined in the Junior DIP Credit Agreement) and Cash Collateral to make payments, in each case, solely in accordance with the Approved Budget and the terms of the DIP Loan Documents and to the extent necessary to avoid immediate and irreparable harm to the Collateral and protection and preservation thereof.

(i) Upon the occurrence and during the continuation of an Event of Default (as defined in the Postpetition B-2 Credit Agreement) that has not been waived by the B-2 Lenders under the Postpetition B-2 Credit Agreement (or any other applicable DIP Loan Document) and following delivery of a Termination Notice (which may be by e-mail) on not less than five (5) calendar days' notice (such five (5) calendar day period, the "B-2 Agent Remedies Notice Period") to the Remedies Notice Parties, and the Junior DIP Agent (and counsel thereto), the B-2 Agent may (and any automatic stay otherwise applicable to the B-2 Secured Parties, whether arising under sections 105 or 362 of the Bankruptcy Code or otherwise, but subject to the terms of this

Final Order (including this paragraph) is hereby modified), without further notice to, hearing of, or order from this Court, to the extent necessary to permit the B-2 Agent to take any or all of the following actions, at the same time or different times, unless the Court orders otherwise (*provided*, that, during the B-2 Agent Remedies Notice Period, the Debtors, the Creditors' Committee, and/or any party in interest shall be entitled to seek an emergency hearing with the Court and the rights of the Junior DIP Secured Parties, the Postpetition B-2 Secured Parties and the Prepetition Secured Parties (including the Prepetition UST Secured Parties) are fully preserved) (*provided*, *further*, that, if a request for such hearing is made prior to the end of the B-2 Agent Remedies Notice Period, then the B-2 Agent Remedies Notice Period shall be continued until the Court hears at its earliest availability and rules with respect thereto): (a) immediately terminate and/or revoke the Debtors' right under this Final Order and any other DIP Loan Documents to use any Cash Collateral (subject to the Carve-Out and related provisions and the Canadian Priority Charges), (b) terminate the Postpetition B-2 Facility and any DIP Loan Document as to any future liability or obligation of the Postpetition B-2 Secured Parties but without affecting any of the Postpetition B-2 Obligations or the Postpetition B-2 Liens securing such B-2 Obligations; (c) declare all Postpetition B-2 Obligations to be immediately due and payable; (d) deliver a Carve-Out Trigger Notice; and (e) invoke the right to charge interest at the default rate under the DIP Loan Documents. Upon delivery of such Termination Notice by the B-2 Agent, without further notice or order of the Court, subject only to the last sentence of paragraph 9(j), the B-2 Secured Parties' consent to use Cash Collateral and the Debtors' ability to incur additional Postpetition B-2 Obligations hereunder will automatically terminate and the B-2 Secured Parties will have no obligation to provide any Postpetition B-2 Term Loans or other financial accommodations. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a

copy of same on the docket.

(j) Immediately following the occurrence of an Event of Default (as defined in the Postpetition B-2 Credit Agreement) and the delivery of the Termination Notice, subject to the B-2 Agent Remedies Notice Period, the B-2 Secured Parties shall be authorized to, subject to the Prepetition Intercreditor Agreement, the terms and provisions set forth in this Final Order, and the Carve-Out and related provisions and the Canadian Priority Charges: (a) freeze monies or balances in the Debtors' accounts (unless such monies constitute Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral); (b) immediately set-off any and all amounts in accounts maintained by the Debtors with, or subject to the control of, the B-2 Agent or the B-2 Secured Parties against the B-2 Obligations (unless such amounts constitute Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), (c) enforce any and all rights against the Prepetition Collateral (other than Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), including, without limitation, foreclosure on all or any portion of the Prepetition Collateral (other than Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), occupying the Debtors' premises, sale or disposition of the Prepetition Collateral (other than Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral); and (d) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP Loan Documents (including the Postpetition B-2 Credit Agreement) or applicable law (other than with respect to Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral). If the B-2 Secured Parties are not prohibited by the Court from taking any enforcement action with respect to the Prepetition Collateral (other than Prepetition

ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), the Debtors shall cooperate with the B-2 Secured Parties in their efforts to enforce their security interest in the Prepetition Collateral (other than Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such B-2 Secured Parties from enforcing their security interests in the Prepetition Collateral. During the B-2 Agent Remedies Notice Period, the Debtors may use the proceeds of the Postpetition B-2 Facility to the extent drawn prior to the occurrence of an Event of Default and Cash Collateral to make payments, in each case, solely in accordance with the Approved Budget and the terms of the DIP Loan Documents and to the extent necessary to avoid immediate and irreparable harm to the Prepetition Collateral and protection and preservation thereof.

(k) Upon the occurrence and continuance of any of the below events, any such event being deemed an Event of Default, the Prepetition ABL Agent, on not less than five (5) calendar days' notice to the Junior DIP Secured Parties (and their counsel), the Postpetition B-2 Secured Parties (and their counsel), and the Remedies Notice Parties (such five (5) calendar day period, the "ABL Remedies Notice Period"), and unless the Court orders otherwise (*provided*, that, during the ABL Remedies Notice Period, the Debtors, the Creditors' Committee, and/or any party in interest shall be entitled to seek an emergency hearing with the Court), may terminate its and the Prepetition ABL Secured Parties' consent to the Debtors' use of Cash Collateral constituting Prepetition ABL Priority Collateral (the date of such termination, the "Cash Collateral Termination Date"): (i) the DIP Obligations have been accelerated in accordance with the terms of the DIP Loan Documents; (ii) the filing of any motion or pleading by the Debtors, or the entry of an order on account of a motion filed by any other party, to stay, vacate, reverse, amend or modify this

Final Order in a manner adverse to the Prepetition ABL Secured Parties without the consent of the Prepetition ABL Secured Parties; (iii) the entry of an order appointing a trustee, receiver or examiner with expanded powers with respect to any of the Debtors; (iv) the Debtors shall attempt to invalidate, reduce or otherwise impair the Prepetition ABL Obligations; (v) the dismissal of any of the Chapter 11 Cases; (vi) the effective date of any plan of reorganization; (vii) the conversion of any of the Chapter 11 Cases to a case under chapter 7; (viii) the delivery of a Carve-Out Trigger Notice as provided in this Final Order; (ix) the failure of the Debtors to make any payments as and when required under paragraph 13(c) and paragraph 14(a)(iii) of this Final Order; (x) the Prepetition ABL Obligations shall not have been fully repaid or cash collateralized, as applicable, in accordance with the Prepetition ABL Loan Documents by the date that is four (4) months after entry of the Interim Order; (xi) the Debtors shall materially breach any of the other provisions of paragraph 13 of this Final Order; (xii) any Approved Budget shall be updated, supplemented, replaced, or otherwise modified without the prior consent of the Prepetition ABL Agent; or (xiii) at any time on or after the date that is four (4) weeks after the entry of the Interim Order, the Debtors shall breach the receipts variance covenant filed at Docket No. 330.

(l) Immediately upon the occurrence of the Cash Collateral Termination Date, the Prepetition ABL Secured Parties shall be authorized, subject to the Prepetition Intercreditor Agreement, the terms and provisions set forth in this Final Order, and the Carve-Out and the Canadian Priority Charges, to: (a) freeze monies or balances in the Debtors' accounts which constitute proceeds of ABL Priority Collateral; (b) immediately set-off any and all amounts in accounts maintained by the Debtors to the extent such amounts constitute proceeds of ABL Priority Collateral; (c) enforce any and all rights against the DIP Collateral that constitutes proceeds of ABL Priority Collateral, including, without limitation, foreclosure on all or any portion of the DIP

Collateral constituting ABL Priority Collateral and occupying the Debtors' premises; and (d) take any other actions or exercise any other rights or remedies permitted under this Final Order, the Prepetition ABL Loan Documents or applicable law, subject to the Prepetition Intercreditor Agreement. If the Prepetition ABL Secured Parties are permitted by the Court to take any enforcement action with respect to the ABL Priority Collateral, the Debtors shall cooperate with the Prepetition ABL Secured Parties in their efforts to enforce their security interest in the ABL Priority Collateral, and shall not take or direct any entity to take any action designed or intended to hinder or restrict in any respect such Prepetition ABL Secured Parties from enforcing their security interests in the ABL Priority Collateral.

(m) No rights, protections or remedies of the DIP Secured Parties, the Prepetition Secured Parties, or the Prepetition UST Secured Parties granted by this Final Order, the Final UST Cash Collateral Order, or the DIP Loan Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent to the Debtors' authority to continue to use Cash Collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use Cash Collateral; or (iii) the terms of any other order or stipulation related to the Debtors' continued use of Cash Collateral or the provision of adequate protection to any party.

10. *Limitation on Charging Expenses Against Collateral*. Except to the extent of the Carve-Out and Canadian Priority Charges, no costs or expenses of administration of these cases or any Successor Case or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceeding under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral, the Prepetition B-2 Collateral, or the Prepetition ABL Collateral (in each case, including Cash Collateral) pursuant to section 506(c) of the Bankruptcy Code or any similar

principle of law, without the prior written consent of the Junior DIP Agent, the B-2 Agent, or the Prepetition ABL Agent, as applicable, and no consent shall be implied from any action, inaction or acquiescence by any of the DIP Secured Parties, the B-2 Secured Parties, or Prepetition ABL Secured Parties, and nothing contained in the DIP Orders shall be deemed to be a consent by the DIP Secured Parties, the B-2 Secured Parties, or Prepetition ABL Secured Parties to any charge, lien, assessment or claims against the Collateral under section 506(c) of the Bankruptcy Code or otherwise. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the DIP Secured Parties (excluding the Junior DIP Secured Parties) or Prepetition Secured Parties.

11. *No Marshaling*. In no event shall the DIP Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral or the DIP Obligations. In no event shall the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Prepetition Collateral or the Prepetition Secured Obligations; *provided, however,* that the DIP Secured Parties and the Prepetition Secured Parties shall use commercially reasonable efforts to first collect from Collateral other than Avoidance Proceeds if necessary to satisfy the DIP Obligations and Adequate Protection Obligations, as applicable.

12. *Payments Free and Clear*. Any and all payments or proceeds remitted to the DIP Secured Parties or Prepetition Secured Parties pursuant to the provisions of this Final Order, the DIP Loan Documents or any subsequent order of the Court were, under the Interim Order, and shall be on a final basis, subject only to the reservation of rights set out in paragraph 19 of this Final Order with respect to the Prepetition Secured Parties, irrevocable and received free and clear of any claim, charge, assessment or other liability.

13. *Use of Cash Collateral*.

(a) *Authorization to Use Cash Collateral*. The Debtors are hereby authorized, solely on the terms and conditions of this Final Order and (as applicable) the Final UST Cash Collateral Order, to use all Cash Collateral in accordance with the DIP Loan Documents and Approved Budget (subject to Permitted Variances).

(b) *Proceeds of DIP Loans*. All proceeds of the DIP Loans shall be funded and held in the DIP Proceeds Account in accordance with the terms of the DIP Loan Documents, which DIP Proceeds Account shall be maintained as a segregated account by the Borrower as set forth in the DIP Loan Documents. For the avoidance of doubt, none of the DIP Proceeds Account, any funds therein constituting DIP Loans, or any proceeds of the DIP Loans (exclusive, for the avoidance of doubt, of any proceeds constituting Prepetition ABL Priority Collateral) shall constitute Prepetition ABL Priority Collateral or be subject to any terms or provisions in the DIP Orders governing ABL Cash Collateral.

(c) *Procedures for Use of ABL Cash Collateral*.

(i) *Delivery of ABL Cash Collateral to Prepetition ABL Agent.* Beginning on the first business day after the date that the Interim Order was entered, and on each business day thereafter following receipt of any Cash Collateral constituting Prepetition ABL Priority Collateral ("ABL Cash Collateral"), the Debtors shall, unless previously paid, (x) wire 80% of the amount of ABL Cash Collateral received on or after August 3, 2023 into the applicable Debtor's blocked account ending *8700 maintained at Citizens Bank on the first business day following receipt of the funds to the extent not already remitted (or such other account as the Prepetition ABL Agent and the Debtors may agree in writing from time to time), to the extent not wired prior to the Petition Date, or (y) otherwise deliver 80% of the ABL Cash Collateral received

on or after August 3, 2023 to the Prepetition ABL Agent in a manner satisfactory to the Prepetition ABL Agent (such remittance, deposit, or delivery, each a "Daily Delivery Event"). Commencing on the third business day of the week following entry of the Interim Order (and on the third business day of each week thereafter) (each, an "Eligibility Reporting Date"), the Debtors shall deliver to the Prepetition ABL Agent information on collections from the prior week (as well as, if applicable, information regarding postpetition collections from prior thereto if either (a) such information has yet to be reported or (b) such information reflects a change from prior reporting (each of (a) and (b), as applicable, the "Supplemental Reporting")) in form and detail reasonably acceptable to the Prepetition ABL Agent. On the business day after each Eligibility Reporting Date, the Debtors shall (x) to the extent the cumulative Daily Delivery Events since August 3, 2023 (taking Supplemental Reporting into account, if applicable) resulted in delivery of less than 80% of the amount of ABL Cash Collateral received, remit to the Prepetition ABL Agent ABL Cash Collateral in an amount necessary to equal 80% of the amount of ABL Cash Collateral received on or after August 3, 2023 or (y) to the extent the cumulative Daily Delivery Events since August 3, 2023 (taking Supplemental Reporting into account, if applicable) resulted in delivery in excess of 80% of the amount of ABL Cash Collateral received, deduct from that day's Daily Delivery Event ABL Cash Collateral in an amount necessary to equal 80% of the amount of ABL Cash Collateral received on or after August 3, 2023. The portion of such ABL Cash Collateral to remain with the Debtors in accordance with this paragraph 13(c)(i) is referred to herein as the "Available ABL Cash Collateral." The Debtors have been permitted, under the Interim Order, and shall continue to be permitted on a final basis to access and utilize all Available ABL Cash Collateral in accordance with the Approved Budget and the terms and provisions of the DIP Orders. For the avoidance of doubt, no portion of the Existing ABL Cash Collateral Deposits shall

be required to be remitted to the Debtors pursuant to this paragraph 13(c)(i), nor shall any portion of the Existing ABL Cash Collateral Deposits constitute Available ABL Cash Collateral.

(ii) *ABL Cash Collateral in Prepetition ABL Agent's Possession.* The Prepetition ABL Agent is authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its or any other Prepetition ABL Secured Party's possession or control which constitute Prepetition ABL Priority Collateral or proceeds thereof.

(d) *Application of Cash Collateral to Prepetition ABL Obligations*. Notwithstanding anything to the contrary in this Final Order, except with respect to the Available ABL Cash Collateral as set forth in paragraph 13(c)(i), the Prepetition ABL Agent is authorized at any time, and from time to time, to apply all or any portion of the ABL Cash Collateral (including, without limitation, the Existing ABL Cash Collateral Deposits) now or hereafter in the Prepetition ABL Agent's or any other Prepetition ABL Secured Party's possession or control to the payment or cash collateralization, as applicable, of Prepetition ABL Obligations (including, without limitation, any accrued and unpaid ABL Adequate Protection Fees and Expenses in accordance with paragraph 18, without limiting the obligation of the DIP Loan Parties under paragraph 18 to pay such amounts directly) in accordance with the Prepetition ABL Loan Documents, and no other party in interest shall have any right to use or direct the use of such ABL Cash Collateral, except that the Debtors shall have the right to use and direct the use of Available ABL Cash Collateral. All such applications to Prepetition ABL Obligations shall be final, subject only to the right of parties in interest, including the Debtors, to seek a determination in accordance with paragraph 19 of this Final Order that such applications resulted in the payment of any unsecured prepetition claim of the Prepetition ABL Secured Parties.

(e) *Accounts Collection Practices.* The Debtors shall continue to maintain at all times reasonably appropriate staffing, staffing levels, and other resources with respect to Accounts billing and collections in order to maximize the Debtors' recovery of proceeds with respect to such Accounts. The Debtors shall also provide the Prepetition ABL Agent with reasonable access to all Accounts billing and collections systems and associated staff members.

14. *Adequate Protection of Prepetition Secured Parties*. Pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, as adequate protection of their respective interests in the Prepetition Collateral (including Cash Collateral) for the aggregate Diminution in Value and as an inducement to the Prepetition Secured Parties to consent to the priming of certain of the Prepetition Liens and the use of their Cash Collateral, the Prepetition Secured Parties were, by the Interim Order, and hereby are granted on a final basis the following Adequate Protection (collectively, the "Adequate Protection Obligations"):

(a) *Adequate Protection of Prepetition ABL Secured Parties*.

(i) *ABL Adequate Protection Liens*. The Prepetition ABL Agent was, by the Interim Order, and is hereby granted on a final basis, for the benefit of the Prepetition ABL Secured Parties, effective and perfected upon the date of the entry of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements, a valid, perfected replacement security interest in and lien on account of the Prepetition ABL Secured Parties' Diminution in Value upon all of the Prepetition Collateral (the "ABL Adequate Protection Liens"): (i) in the case of the Prepetition ABL Priority Collateral, senior to all other liens, subject and subordinate to, in the following order, (A) the Carve-Out and (B) the Canadian Priority Charges; (ii) in the case of the Prepetition B-2 Priority Collateral, subject and subordinate to, in the following order, (A) the Carve-Out, (B) the Canadian

Priority Charges, (C) the Prepetition B-2 Liens, (D) the B-2 Adequate Protection Liens, and (E) the DIP Liens; (iii) in the case of the Prepetition UST Tranche B Collateral, subject and subordinate to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges, (C) the Prepetition UST Tranche B Liens, (D) the UST Tranche B Adequate Protection Liens, (E) the Prepetition B-2 Liens and the Postpetition B-2 Liens, and (F) the B-2 Adequate Protection Liens; (iv) in the case of the Prepetition Joint Collateral, subject and subordinate to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges, and (C) the Prepetition UST Tranche B Liens, the Prepetition B-2 Liens, the Postpetition B-2 Liens, the UST Tranche B Adequate Protection Liens, and the B-2 Adequate Protection Liens; and (iv) in the case of the Unencumbered Property, subject and subordinate to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges, and (C) the Junior DIP Unencumbered Property Liens.

(ii) *ABL Section 507(b) Claims*. The Prepetition ABL Secured Parties were, by the Interim Order, and are hereby granted on a final basis allowed superpriority administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) on account of the Prepetition ABL Secured Parties' Diminution in Value under section 507(b) of the Bankruptcy Code (the "ABL 507(b) Claims"), which ABL 507(b) Claims shall be payable from and have recourse to all DIP Collateral and all proceeds thereof (excluding Avoidance Actions but including, without limitation, Avoidance Proceeds), subject in all respects to paragraph 11 of this Final Order. Except as otherwise provided herein, the ABL 507(b) Claims shall have priority over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, whether or not such claims may become secured by a judgment lien or other

non-consensual lien, levy or attachment; *provided*, *however*, that the ABL 507(b) Claims shall be junior in all respects to (i) the Carve-Out, (ii) the Canadian Priority Charges, and (iii) the applicable senior DIP Liens, Prepetition Liens and Adequate Protection Liens (as set forth in this Final Order).

(iii) *Prepetition ABL Secured Parties' Interest, Fees and Expenses*. As further adequate protection, subject to the Carve-Out and the Canadian Priority Charges, the DIP Loan Parties shall continue to make current cash payments on the first calendar day of each month of (x) interest at the Default Rate (as defined in the Prepetition ABL Credit Agreement), (y) fees with respect to Letters of Credit pursuant to Section 3.2.2 of the Prepetition ABL Credit Agreement (including any such fees that accrue at the default rate as set forth therein), and (z) other fees, in each case pursuant to, due, and payable under the terms of the Prepetition ABL Loan Documents, and shall currently pay in cash, subject to the review procedures set forth in paragraph 18 of this Final Order, all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the Prepetition ABL Secured Parties' legal and financial advisors, including, without limitation, those of Choate, Hall & Stewart LLP, Richards, Layton & Finger, PA, AlixPartners, LLP, and any local legal counsel or other advisors, consultants, and other professionals reimbursable under the Prepetition ABL Loan Documents (collectively, the "ABL Adequate Protection Fees and Expenses" and, together with the ABL Adequate Protection Liens and ABL 507(b) Claims, the "ABL Adequate Protection Obligations"); *provided, however,* that the ABL Adequate Protection Fees and Expenses shall be limited to fees and expenses incurred by such professionals on behalf of the Prepetition ABL Secured Parties with respect to the Prepetition ABL Obligations and the ABL Adequate Protection Obligations.

(iv) *Additional Rights and Protections*. The Debtors shall continue to deliver to the Prepetition ABL Agent and the Creditors' Committee (substantially concurrent with

delivery to the Junior DIP Agent) all financial statements, reports, certificates and related items that are required to be delivered to the Junior DIP Agent pursuant to the DIP Loan Documents. On the third (3rd) business day of each week (commencing on the first full calendar week after entry of the Interim Order), the Debtors shall deliver to the Prepetition ABL Agent and the Creditors' Committee a Borrowing Base Certificate (as defined in the Prepetition ABL Credit Agreement) as required pursuant to Section 8.1(ii) of the Prepetition ABL Credit Agreement, which shall be accompanied by customary backup reporting in form and detail reasonably acceptable to the Prepetition ABL Agent, including, without limitation, Account agings, and a roll-forward of Prepetition ABL Priority Collateral; *provided* that the first Borrowing Base Certificate of each month following entry of the Interim Order shall further include a line item for Ineligible Accounts and a breakdown of Ineligible Accounts as part of the customary backup reporting provided. The Debtors shall make the members of their senior management and its professional advisors available for update calls at least one time per calendar week with the prepetition ABL Agent, the Creditors' Committee and their respective professional advisors, at times reasonably acceptable to the Prepetition ABL Agent and the Creditors' Committee to discuss the cases, the then-current Approved Budget, the Budget Variance Reports, the Liquidity Reports (each as defined in the Junior DIP Credit Agreement), other reporting delivered pursuant to the DIP Loan Documents, union matters, the status of any monetization strategies being pursued by the Debtors, including pursuant to the Bidding Procedures Order (as defined in the Junior DIP Credit Agreement), and any other matters (including business, operational and due diligence matters) reasonably requested by the Prepetition ABL Agent or the Creditors' Committee.

(b) *Adequate Protection of Prepetition B-2 Secured Parties.*

(i) *B-2 Adequate Protection Liens*. The Prepetition B-2 Agent was, by

the Interim Order, and is hereby granted on a final basis, for the benefit of the Prepetition B-2 Secured Parties, effective and perfected upon the date of the entry of the Interim Order and without the necessity of the execution of any mortgages, security agreements, pledge agreements, financing statements or other agreements, a valid, perfected replacement security interest in and lien on account of the Prepetition B-2 Secured Parties' Diminution in Value upon all DIP Collateral (the "B-2 Adequate Protection Liens" and, together with the ABL Adequate Protection Liens, the "Adequate Protection Liens"):[19] (i) in the case of the Prepetition B-2 Priority Collateral, subject and subordinate to, in the following order, (A) the Carve-Out and (B) the Canadian Priority Charges; (ii) in the case of the Prepetition UST Tranche B Priority Collateral, subject and subordinate to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges, (C) the Prepetition UST Tranche B Liens, and (D) the UST Tranche B Adequate Protection Liens; (iii) in the case of the Prepetition Joint Collateral, subject and subordinate to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges, and (C) the Postpetition B-2 Liens and the Prepetition B-2 Liens, and *pari passu* with the Prepetition UST Tranche B Liens; (iv) in the case of the Prepetition ABL Priority Collateral, subject and subordinate to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges, (C) the Prepetition ABL Liens, and (D) the ABL Adequate Protection Liens; and (v) in the case of the Unencumbered Property, subject and subordinate to, in the following order, (A) the Carve-Out, (B) the Canadian Priority Charges and (C) the Junior DIP Unencumbered Property Liens.

(ii) *B-2 Section 507(b) Claims*. The Prepetition B-2 Secured Parties were, by the Interim Order, and are hereby granted on a final basis allowed superpriority

[19] For the avoidance of doubt, any reference herein to the "Adequate Protection Liens of the Prepetition UST Secured Parties" shall refer to the UST Adequate Protection Liens (as defined and set forth in the contemporaneously entered Final UST Cash Collateral Order).

administrative expense claims against the Debtors on a joint and several basis (without the need to file any proof of claim) on account of the Prepetition B-2 Secured Parties' Diminution in Value under section 507(b) of the Bankruptcy Code (the "B-2 507(b) Claims" and, together with the ABL 507(b) Claims, the "507(b) Claims"), which B-2 507(b) Claims shall be payable from and have recourse to all DIP Collateral, subject in all respects to paragraph 11 of this Final Order. Except as otherwise provided herein, the B-2 507(b) Claims shall have priority over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, whether or not such claims may become secured by a judgment lien or other non-consensual lien, levy or attachment; *provided*, *however*, that the B-2 507(b) Claims shall be junior to (i) the Carve-Out, (ii) the Canadian Priority Charges, (iii) the B-2 Obligations, and (iv) the applicable senior DIP Liens, Prepetition Liens and Adequate Protection Liens and claims, including 507(b) Claims (as set forth in this Final Order and the Prepetition Intercreditor Agreement).

(iii) *Prepetition B-2 Secured Parties' Interest, Fees and Expenses*. As further adequate protection, the DIP Loan Parties shall continue to make current cash payments of (x) interest on the last business day of each month at the rate accruing since the Petition Date (which is and shall be deemed for all purposes to be the default rate set forth in Section 2.07 of the Prepetition B-2 Credit Agreement with respect to ABR Loans (as defined in the Prepetition B-2 Credit Agreement)) and (y) other fees, in each case pursuant to, due, and payable under the terms of the Prepetition B-2 Loan Documents, and shall currently pay in cash, subject to the review procedures set forth in paragraph 18 of this Final Order, all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the current and former (former professionals

limited to those professionals set forth at (iv) below) Prepetition B-2 Secured Parties' legal and financial advisors, including, without limitation, those of (i) White & Case LLP, GrayRobinson, P.A., and Osler, Hoskin & Harcourt LLP (as counsel to the B-2 Lenders), (ii) FTI Consulting, Inc. (as financial advisor to the B-2 Lenders), (iii) Holland & Knight LLP (as counsel to the Prepetition B-2 Agent), and (iv) Cousins Law and Milbank LLP (as Canadian counsel and lead restructuring counsel, respectively, to certain former Prepetition B-2 Lenders) (*provided* that the fees and expenses of the professionals set forth in this clause (iv) shall be reimbursed only as incurred through August 15, 2023), and with respect to clauses (i) and (iii), any local legal counsel or other advisors in any foreign jurisdiction (but no more than one local legal counsel or other advisor in any foreign jurisdiction) (collectively with the B-2 Adequate Protection Liens and B-2 507(b) Claims, the "B-2 Adequate Protection Obligations"); *provided, however,* that the B-2 Adequate Protection Fees and Expenses shall be limited to fees and expenses incurred by such professionals on behalf of the Prepetition B-2 Secured Parties in connection with the Prepetition B-2 Secured Parties in their role as such.

(c) *Adequate Protection of Prepetition UST Secured Parties.* The Adequate Protection in favor of the Prepetition UST Secured Parties is set forth in the Interim UST Cash Collateral Order.

15. *Maintenance of Collateral*. The DIP Loan Parties shall continue to maintain and insure the Prepetition Collateral and DIP Collateral in amounts and for the risks, and by the entities, as required under the Prepetition Loan Documents and the DIP Loan Documents, as applicable.

16. *Authorization to Record DIP Liens and Adequate Protection Liens.*

(a) Without in any way limiting the validity of the automatic perfection of the DIP Liens and the Adequate Protection Liens under the terms of this Final Order and the Final

UST Cash Collateral Order, the DIP Secured Parties and the Prepetition Secured Parties were, by the Interim Order, and are hereby authorized on a final basis, but not required, to execute in the name of the DIP Loan Parties or the Prepetition Loan Parties (as applicable), as their true and lawful attorneys (with full power of substitution, to the maximum extent permitted by law) and to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar perfection instruments in any jurisdiction, or take possession of certificated securities, or take any other similar action in a manner not inconsistent herewith to document, validate or perfect the liens and security interests granted to them hereunder (the "Perfection Actions"). All such Perfection Actions shall be deemed to have been taken on the date of entry of the Interim Order. The automatic stay was, by the Interim Order, and is on a final basis hereby modified to the extent necessary to permit the DIP Secured Parties and each Prepetition Secured Parties to take any Perfection Action. For the avoidance of doubt, the DIP Liens and the Adequate Protection Liens were, by the Interim Order, and shall be deemed on a final basis valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge, dispute or subordination, at the time and on the date of entry of the Interim Order, whether or not the Junior DIP Secured Parties, the Postpetition B-2 Secured Parties, or the Prepetition Secured Parties take such Perfection Actions, in each case, subject to the priorities set forth in this Final Order, the UST Cash Collateral Orders, and the Prepetition Intercreditor Agreement, as applicable.

(b) A certified copy of this Final Order may, in the discretion of the Junior DIP Agent, the Postpetition B-2 Agent and each Prepetition Agent, be filed or recorded in the filing or recording offices in addition to or in lieu of any financing statements, mortgages, notices of lien or similar instruments, and all filing and recording offices are hereby authorized to accept a certified copy of this Final Order for filing and/or recording, as applicable.

17. *Preservation of Rights Granted Under this Final Order.*

(a) Other than the claims and liens expressly granted or permitted by this Final Order, including the Carve-Out and the Canadian Priority Charges, no claim or lien having a priority superior to or *pari passu* with those granted by this Final Order shall be permitted while any of the DIP Obligations or the Adequate Protection Obligations remain outstanding, and, except as otherwise expressly provided in or permitted under this Final Order, including the provisions of paragraph 19, the DIP Liens and the Adequate Protection Liens shall not be: (i) junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code; (ii) except as provided in the DIP Orders or the DIP Loan Documents, subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise; (iii) except as provided in the DIP Orders or the DIP Loan Documents, subordinated to or made *pari passu* with any liens arising after the Petition Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other domestic or foreign governmental unit (including any regulatory body), commission, board or court for any liability of the DIP Loan Parties; or (iv) except as provided in this Final Order or the DIP Loan Documents, junior to any intercompany liens or security interests of the DIP Loan Parties.

(b) The occurrence and continuance of any Event of Default shall, after written notice by the Junior DIP Agent or the B-2 Agent to the Borrower, counsel to the Borrower, the U.S. Trustee, and lead counsel to the Creditors' Committee, constitute an event of default under this Final Order and, upon such notice, interest, including, where applicable, default interest, shall accrue and be payable as set forth in the Junior DIP Credit Agreement and the Postpetition B-2 Credit Agreement, as applicable. Notwithstanding any order that may be entered dismissing any

of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or converting these cases to cases to a Successor Case: (A) the DIP Superpriority Claims, the DIP Liens, the Adequate Protection Liens, the 507(b) Claims, and the Prepetition Liens shall continue in full force and effect, shall maintain their priorities as provided in this Final Order and the Final UST Cash Collateral Order, and shall remain binding on all parties in interest until all DIP Obligations and Adequate Protection Obligations shall have been indefeasibly paid in full in cash; (B) the other rights granted by the DIP Orders, including with respect to the Carve-Out and the Canadian Priority Charges, shall not be affected; and (C) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in the DIP Orders.

(c) If any or all of the provisions of the DIP Orders are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect (i) the validity, priority, or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Junior DIP Agent, the Postpetition B-2 Agent, or the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, and enforceability of the DIP Liens, the Prepetition Liens, the Adequate Protection Liens, the Carve-Out and the Canadian Priority Charges. Notwithstanding any such reversal, modification, vacatur or stay, the DIP Obligations, DIP Liens, Adequate Protection Obligations, Adequate Protection Liens, DIP Superpriority Claims, and 507(b) Claims incurred prior to the actual receipt of written notice by the Junior DIP Agent, the Postpetition B-2 Agent or the Prepetition Agents, as applicable, of the effective date of such reversal, modification, vacatur, or stay shall be governed in all respects by the original provisions of this Final Order, and the DIP Secured Parties and the Prepetition Secured Parties shall be entitled

to, and are hereby granted, all the rights, remedies, privileges and benefits arising under sections 364(e) and 363(m) of the Bankruptcy Code.

(d) Except as expressly provided in the DIP Orders or in the DIP Loan Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the 507(b) Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the DIP Orders and the DIP Loan Documents, as well as the Carve-Out and the Canadian Priority Charges, shall survive, and shall not be modified, impaired or discharged by the entry of an order (i) converting or dismissing any of these cases, or terminating the joint administration of these cases; (ii) approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Loan Documents); or (iii) confirming a chapter 11 plan in any of the cases. The terms and provisions of the DIP Orders and the DIP Loan Documents shall continue in full force and effect in these cases and in any Successor Cases until all DIP Obligations, Prepetition Secured Obligations, and Adequate Protection Obligations are indefeasibly paid in full in cash and the DIP Commitments have been terminated. Any confirmation order entered in these cases shall not discharge or otherwise affect in any way the joint and several obligations of the DIP Loan Parties to the DIP Secured Parties under the DIP Facility and the DIP Loan Documents, other than after (x) the payment in full and in cash of all DIP Obligations and the termination of the DIP Commitments or (y) the occurrence of the effective date of such confirmed plan (solely in accordance with the terms of such plan).

(e) Nothing in the DIP Orders or in the other DIP Loan Documents shall, nor shall the extension of Postpetition B-2 Term Loans or the exercise of any rights thereunder, in any way impair or otherwise effect the validity, perfection, extent or priority of the Prepetition B-2 Liens.

18. *Payment of Fees and Expenses*. The DIP Loan Parties were, by the Interim Order, and hereby are authorized and directed on a final basis to pay the DIP Fees and Expenses and Adequate Protection Fees and Expenses. DIP Fees and Expenses and Adequate Protection Fees and Expenses that constitute professional fees and expenses shall not be subject to allowance or review by the Court but shall be subject to the review procedures set forth in this paragraph 18. Professionals for the Junior DIP Secured Parties, the Postpetition B-2 Secured Parties, and the Prepetition Secured Parties shall not be required to comply with the U.S. Trustee fee guidelines; however, any time that such professionals seek payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each such professional shall provide summary copies of its invoices (including aggregate amounts of fees and expenses and total amount of time on a per-professional basis), which are not required to contain time detail and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, to the DIP Loan Parties, counsel to the Creditors' Committee, counsel to the Prepetition UST Secured Parties, and any other statutory committee, and the U.S. Trustee (together, the "Review Parties"); *provided, however*, that (i) the provision of such invoices shall not constitute a waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law; *provided*, *further*, that the Review Parties reserve the right to seek reasonable, additional information regarding such invoices and time entries of any such professional and/or to challenge any assertion of privilege with respect to the same. Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within ten (10) calendar days after receipt

(the "Review Period"). If no written objection is received by 12:00 a.m. (midnight), prevailing Eastern Time, on the last date of the Review Period, the Debtors shall pay such invoices within five (5) business days. If an objection to a professional's invoice is received within the Review Period, the Debtors shall promptly pay the undisputed amount of the invoice without the necessity of filing formal fee applications, regardless of whether the invoiced amount arose or was incurred before or after the Petition Date, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually. Notwithstanding the foregoing, the Debtors were, by the Interim Order, and are hereby on a final basis, authorized and directed to pay, on or prior to the Closing Date (as defined in the DIP Term Sheet): (i) any accrued and unpaid ABL Adequate Protection Fees and Expenses, invoices of which have been provided to lead counsel of the Debtors at least one (1) business day prior to the Closing Date and (ii) any costs, fees, expenses (including reasonable and documented legal fees and expenses) and other compensation contemplated by the DIP Orders or the DIP Loan Documents, with respect to items (i) and (ii) above, whether arising before or after the Petition Date, which costs, fees and expenses shall not be subject to the Review Period. No attorney or advisor to any Junior DIP Secured Party, Postpetition B-2 Secured Party, or any Prepetition Secured Party shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court.

19. *Effect of Stipulations on Third Parties*. The Debtors' stipulations, admissions, agreements and releases contained in this Final Order shall be binding upon the Debtors in all circumstances and for all purposes. The Debtors' stipulations, admissions, agreements and releases contained in this Final Order shall be binding upon all other parties in interest, including, without limitation, any statutory or non-statutory committees appointed or formed in these cases

and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (a) such committee or other party in interest with requisite standing has timely and properly filed an adversary proceeding or initiated a contested matter (subject to the limitations contained herein, a "Challenge Motion") (*provided* that no interested party shall be permitted to raise a defense to standing on the basis that the applicable Debtor is a Delaware limited liability company) by no later than (i) the earlier of (w) one business day before the hearing approving a sale of substantially all of the Debtors' assets or confirming a plan of reorganization, whichever occurs first, (x) as to the Creditors' Committee only, 100 calendar days after entry of the Interim Order, (y) if a chapter 7 or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period (as defined below), the Challenge Period solely for any such chapter 7 trustee or chapter 11 trustee shall be extended to the date that is the later of (A) 75 calendar days after entry of the Interim Order, or (B) the date that is 30 calendar days after their appointment, and (z) for all other parties in interest, 75 calendar days after entry of the Interim Order; and (ii) any such later date as (v) has been agreed to in writing (which may be by email) by the Prepetition ABL Agent with respect to the Prepetition ABL Obligations or the Prepetition ABL Liens, (w) has been agreed to in writing (which may be by email) by the Prepetition B-2 Agent with respect to the Prepetition B-2 Obligations or the Prepetition B-2 Liens, or (x) has been ordered by the Court for cause upon a motion filed and served within any applicable period or (y) has been ordered by the Court after disposition or resolution of a Challenge Motion (the time period established by the foregoing clauses (i)-(ii), the "Challenge Period"), (A) objecting to or challenging the amount, validity, perfection, enforceability, priority or extent of the Prepetition Secured Obligations or the Prepetition Liens, or (B) asserting or prosecuting any Avoidance Action

or any other claims, counterclaims or causes of action, objections, contests or defenses (collectively, the "Challenges") against any Prepetition Secured Parties or their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof, in each case in their respective capacity as such (collectively, the "Representatives") in connection with or related to the Prepetition Loan Documents, the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Collateral; and (b) there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge; *provided*, *however*, that any pleadings filed in connection with a Challenge shall comply with the Federal Rules of Bankruptcy Procedure and set forth with specificity the basis for such Challenge, and any Challenges not so raised prior to the expiration of the Challenge Period shall be deemed forever waived, released and barred. If no Challenge is timely and properly filed during the Challenge Period or a final non-appealable order is not entered in favor of the plaintiff in any such Challenge, then: (1) the Debtors' stipulations, admissions, agreements and releases contained in the DIP Orders shall be binding on all parties in interest; (2) the obligations of the Prepetition Loan Parties under the Prepetition Loan Documents shall constitute allowed claims not subject to defense avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise, except as provided in the Prepetition Intercreditor Agreement), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity for all purposes in these cases and any Successor Case(s); (3) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to defense, avoidance, reduction, setoff, recoupment,

recharacterization, subordination (whether equitable, contractual (other than as provided in the Prepetition Intercreditor Agreement), or otherwise), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity, including any statutory or non-statutory committees appointed or formed in these cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any chapter 7 or chapter 11 trustee or examiner, and any defense, avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any statutory or non-statutory committees appointed or formed in these cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any chapter 7 or chapter 11 trustee or examiner, whether arising under the Bankruptcy Code or otherwise, against any of the Prepetition Secured Parties and their Representatives shall be deemed forever waived, released and barred. If any Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases contained in the DIP Orders shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on each person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. If the Creditors' Committee files a motion seeking standing to commence a Challenge prior to the expiration of the Challenge Period in accordance with the requirements set forth in this Final Order, the Challenge Period shall be extended (solely as to the Creditors' Committee and solely as to the Challenges specifically identified in the complaint attached to such standing motion) until the earlier of (i) the date such standing motion is

withdrawn, or (ii) entry of a final, non-appealable order of the Court denying such standing motion. Nothing in the DIP Orders vests or confers on any person or entity (each as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any Challenges with respect to the Prepetition Loan Documents, Prepetition Secured Obligations or Prepetition Liens, and any ruling on standing, if appealed, shall not stay or otherwise delay confirmation of any plan of reorganization in these cases. For the avoidance of doubt, any trustee shall, until the expiration of the Challenge Period, and thereafter for the duration of any adversary proceeding or contested matter commenced pursuant to this paragraph (whether commenced by the trustee or any other party in interest on behalf of the Debtors' estates), be deemed to be a party (other than the Debtors) in such adversary proceeding or contested matter and shall not, for purposes of such adversary proceeding or contested matter, be bound by the acknowledgements, admissions, confirmations, and stipulations made by the Debtors in this Final Order.

20. *Limitation on Use of DIP Financing Proceeds and Collateral*. Notwithstanding any other provision of this Final Order or any other order entered by the Court, no DIP Loans, DIP Collateral, Prepetition Collateral (including Cash Collateral) or any portion of the Carve-Out or the Canadian Priority Charges (unless an applicable Canadian Priority Charge is triggered), may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the investigation, threatened initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against any of the DIP Secured Parties, or the Prepetition Secured Parties, or their respective Representatives (in their capacities as such), or any action purporting to do the foregoing in respect

of the DIP Obligations, DIP Liens, DIP Superpriority Claims, Prepetition Secured Obligations, Adequate Protection Liens, or 507(b) Claims or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the DIP Obligations, the Prepetition Secured Obligations and/or liens, claims, rights, or security interests securing or supporting the DIP Obligations granted under the DIP Orders, the DIP Loan Documents or the Prepetition Loan Documents in respect of the Prepetition Secured Obligations, including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to sections 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise (*provided* that, notwithstanding anything to the contrary herein, the proceeds of the DIP Loans and DIP Collateral (including Cash Collateral) may be used by the Creditors' Committee to investigate, but not to prosecute, (A) the claims and liens of the Prepetition Secured Parties and (B) potential claims, counterclaims, causes of action or defenses against the Prepetition Secured Parties, up to an aggregate cap of no more than $350,000, *provided*, for the avoidance of doubt, that the Committee Professionals shall be entitled to seek allowance of any fees and/or expenses in excess of $350,000 incurred in connection with the foregoing pursuant to Bankruptcy Code section 503(b), *provided, further,* that the administrative expenses in respect thereof shall be subordinate in all respects to the Carve Out, the Canadian Priority Charges, the DIP Superpriority Claims, the 507(b) Claims, and any other superpriority administrative claims granted under the DIP Orders or the UST Cash Collateral Orders; (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Parties' or the DIP Secured Parties', as applicable, enforcement or realization on the Prepetition Secured Obligations, Prepetition Collateral, DIP Obligations, DIP Collateral, as applicable, and the liens, claims and rights granted to such parties under the DIP Orders; (c) attempts to seek to modify any of the rights and remedies

granted to the Prepetition Secured Parties or the DIP Secured Parties under the DIP Orders, the UST Cash Collateral Orders, the Prepetition Loan Documents or the DIP Loan Documents, as applicable, other than in accordance with this Final Order; (d) to apply to the Court for authority to approve superpriority claims or grant liens (other than the liens and claims permitted by the DIP Loan Documents) or security interests in the DIP Collateral or any portion thereof that are senior to, or on parity with, the DIP Liens, DIP Superpriority Claims, Adequate Protection Liens and 507(b) Claims; or (e) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are authorized by the Court, agreed to in writing by the DIP Lenders, and expressly permitted under the DIP Orders or under the DIP Loan Documents (including the Approved Budget, subject to Permitted Variances), in each case unless all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims, obligations and liens granted to the DIP Secured Parties, Prepetition Secured Parties, and Prepetition UST Secured Parties under the DIP Orders and the UST Cash Collateral Orders (inclusive of the UST Adequate Protection Obligations and the Prepetition UST Secured Obligations), have been indefeasibly paid in full in cash or otherwise agreed to in writing by the DIP Secured Parties (and, for the avoidance of doubt, no accrued paid time off obligations on account of employees terminated prior to the Petition Date shall be paid until all DIP Obligations, Prepetition Secured Obligations, Adequate Protection Obligations, and claims, obligations and liens granted to the DIP Secured Parties, the Prepetition Secured Parties, and the Prepetition UST Secured Parties under this Final Order and the Final UST Cash Collateral Order (inclusive of the UST Adequate Protection Obligations and the Prepetition UST Secured Obligations), have been indefeasibly paid in full in cash).

21. *Final Order Governs*. In the event of any inconsistency between the provisions of

this Final Order, the Interim Order, the UST Cash Collateral Orders, the DIP Loan Documents or the Prepetition Loan Documents, or the Prepetition UST Loan Documents, the provisions of this Final Order shall govern. Any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Final Order, the DIP Loan Documents, the Final UST Cash Collateral Order, and the Approved Budget (subject to Permitted Variances).

22. *Binding Effect; Successors and Assigns*. The DIP Loan Documents and the provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, the Prepetition UST Secured Parties, any statutory or non-statutory committees appointed or formed in these cases, the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, and their respective successors and assigns; *provided* that the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of the Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee or chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

23. Nothing in the DIP Orders, the DIP Loan Documents, the Prepetition Loan Documents or any other documents related to the transactions contemplated hereby shall in any way be construed or interpreted to impose or allow the imposition upon any DIP Secured Party or

Prepetition Secured Party any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts. The DIP Secured Parties and Prepetition Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral or Prepetition Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency or other person, and all risk of loss, damage or destruction of the DIP Collateral or Prepetition Collateral shall be borne by the Debtors.

24. *Limitation of Liability*. In determining to make any loan or other extension of credit under the DIP Loan Documents, to permit the use of the DIP Collateral or Prepetition Collateral (including Cash Collateral) or in exercising any rights or remedies as and when permitted pursuant to this Final Order or the DIP Loan Documents or Prepetition Loan Documents, as applicable, none of the DIP Secured Parties or Prepetition Secured Parties shall (a) have any liability to any third party or be deemed to be in "control" of the operations of the Debtors; (b) owe any fiduciary duty to the Debtors, their respective creditors, shareholders or estates; or (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of any of the Debtors (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in the DIP Orders shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective Representatives.

25. *Master Proofs of Claim*. Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of these Chapter 11 Cases or any Successor Cases, neither the Prepetition Agents, nor any other Prepetition Secured Parties shall be required to file proofs of claim in these cases or any Successor Cases in order to assert claims for payment of any of the Prepetition Secured Obligations, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts payable under the Prepetition Loan Documents or this Final Order. The Debtors' stipulations, admissions and acknowledgments of the claim and liens in respect of the Prepetition Secured Obligations set forth in this Final Order is deemed to constitute timely proofs of claim in respect of all indebtedness, secured status and claims arising under the Prepetition Loan Documents and this Final Order. Nonetheless, in order to facilitate the processing of claims, each Prepetition Agent is authorized, but not directed or required, to file a master proof of claim in the Debtors' lead case *In re Yellow Corporation, et al*., Case No. 23-11069 (CTG), on behalf of the applicable Prepetition Secured Parties (each, a "Master Proof of Claim"), which shall be deemed to have been filed against each Debtor. The provisions of this paragraph 25 and the filing of Master Proofs of Claim, if any, are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan filed in these cases. Any Master Proof of Claim shall not be required to include any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Agent. The DIP Secured Parties shall not be required to file proofs of claim with respect to the DIP Obligations.

26. *Insurance*. To the extent that any Prepetition Agent is listed as a loss payee under

the insurance policies of any of the DIP Loan Parties, the Junior DIP Agent was, by the Interim Order, and shall on a final basis, also be deemed to be a loss payee under such insurance policies until the indefeasible payment in full of the Junior DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the DIP Commitments (subject to the terms and priorities set forth in this Final Order and the DIP Loan Documents) and, except with respect to (i) the Prepetition ABL Priority Collateral prior to the Prepetition ABL Obligations being indefeasibly paid in full in cash (or, as applicable, cash collateralized), (ii) with respect to the Prepetition Joint Collateral and Prepetition UST Tranche B Priority Collateral prior to the Prepetition UST Tranche B Obligations (and, in the case of the Prepetition Joint Collateral, the B-2 Obligations) being indefeasibly paid in full in cash, and (iii) with respect to the Prepetition B-2 Priority Collateral prior to the B-2 Obligations being indefeasibly paid in full in cash, shall act in that capacity and distribute any proceeds recovered or received in respect of such insurance policies in accordance with this Final Order; *provided* that the liens granted in the DIP Orders shall not interfere with any rights held by a landlord to insurance proceeds for damage to a landlord's property.

27. *Credit Bidding*. The Junior DIP Agent and the Junior DIP Lender have expressly waived any right to credit bid the Junior DIP Obligations. In each case to the extent permitted by the Prepetition Intercreditor Agreement, (i) the Prepetition ABL Agent (on behalf, and at the direction, of the requisite Prepetition ABL Lenders pursuant to the Prepetition ABL Credit Agreement) shall have the unqualified and unconditional right to credit bid, subject to section 363(k) of the Bankruptcy Code, (x) up to the full amount of the Prepetition ABL Obligations and (y) the ABL Adequate Protection Obligations in the sale or other disposition of any assets of the Debtors, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy

Code, in each case, pursuant to a plan of reorganization or liquidation or by a chapter 7 trustee in a chapter 7 proceeding of ABL Priority Collateral, and (ii) the B-2 Agent (on behalf, and at the direction, of the B-2 Lenders pursuant to the Prepetition B-2 Credit Agreement and the Postpetition B-2 Credit Agreement) shall have the unqualified and unconditional right to credit bid, subject to section 363(k) of the Bankruptcy Code, (x) up to the full amount of the B-2 Obligations and (y) the B-2 Adequate Protection Obligations in the sale or other disposition of any assets of the Debtors, including, without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code, in each case, pursuant to a plan of reorganization or liquidation or by a chapter 7 trustee in a chapter 7 proceeding of Prepetition B-2 Priority Collateral, and each Prepetition ABL Secured Party and B-2 Secured Party complying with the foregoing shall automatically be deemed a "qualified bidder" with respect to any disposition of assets by the Debtors under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code; *provided* that no party shall be permitted to credit bid for Prepetition ABL Priority Collateral until such time that the Prepetition ABL Parties have been indefeasibly paid in full in cash and all issued and outstanding letters of credit cash collateralized. The Prepetition ABL Agent at the direction of the requisite Prepetition ABL Lenders pursuant to the Prepetition ABL Credit Agreement and on behalf of the Prepetition ABL Lenders, and the B-2 Agent at the direction of the B-2 Lenders and on behalf of the B-2 Lenders, had, under the Interim Order, and shall on a final basis have the absolute right to assign, sell, or otherwise dispose of its right to credit bid to any acquisition entity or joint venture formed in connection with such bid.

28. *Proceeds of Subsequent Financing.* If the Debtors, any trustee, any examiner with

expanded powers, or any responsible officer subsequently appointed in these Chapter 11 Cases or any Successor Case shall obtain credit or incur debt pursuant to section 364(d) of the Bankruptcy Code in violation of the DIP Loan Documents or this Final Order at any time, then all of the cash proceeds derived from such credit or debt shall immediately be applied to satisfy the DIP Obligations in accordance with this Final Order, the DIP Loan Documents, and the Prepetition Intercreditor Agreement.

29. *Rights Preserved*. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Secured Parties' and the Prepetition Secured Parties', as applicable, respective rights to seek any other or supplemental relief in respect of the Debtors (including, the right to seek additional or different adequate protection); (b) the rights of any of the DIP Secured Parties to seek the payment by the Debtors of post-petition interest or fees pursuant to section 506(b) of the Bankruptcy Code; or (c) any of the rights of the DIP Secured Parties and the Prepetition Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, (iii) seek an injunction, (iv) oppose any request for use of Cash Collateral, (v) object to any sale of assets, or (vi) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; provided that the rights of the DIP Secured Parties and the Prepetition Secured Parties, respectively, with respect to sections (a)–(c) of this paragraph 29 shall be subject to the Prepetition Intercreditor Agreement, as applicable, and this Final Order (including the Senior ICA Provisions). Other than as expressly set forth in this Final Order, any

other rights, claims or privileges (whether legal, equitable or otherwise) of the DIP Secured Parties are preserved.

30. *No Waiver by Failure to Seek Relief.* The failure or delay on the part of any of the DIP Secured Parties or any of the Prepetition Secured Parties to seek relief or otherwise exercise their respective rights and remedies under this Final Order, the DIP Loan Documents, the respective Prepetition Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of any of their respective rights hereunder, thereunder, or otherwise. No delay on the part of any party in the exercise of any right or remedy under this Final Order shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under this Final Order shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing and signed by the party against whom such amendment, modification, suspension, or waiver is sought. No consents required hereunder by any of the DIP Secured Parties or any of the Prepetition Secured Parties shall be implied by any inaction or acquiescence by any of the DIP Secured Parties or any of the Prepetition Secured Parties, respectively.

31. *Chubb Reservation of Rights*. For the avoidance of doubt, (i) to the extent ACE American Insurance Company and/or any of its U.S.-based affiliates (collectively, and together with each of their successors, "Chubb") had valid, enforceable, perfected, and non-avoidable liens and/or security interests on property of the Debtors as of the Petition Date, which liens and/or security interests were senior to the liens and/or security interests of each of the Prepetition Secured Parties (collectively, the "Chubb Liens"), the DIP Liens shall not prime the Chubb Liens; (ii) this Final Order does not grant the Debtors any right to use any property (or the proceeds thereof) held by Chubb as collateral to secure obligations under insurance policies and related agreements;

(iii) without altering or limiting any of the foregoing, none of the insurance policies issued by Chubb to or providing coverage to any of the Debtors and any rights and claims thereunder shall be nor shall constitute DIP Collateral nor shall be subject to any liens granted pursuant to the DIP Orders, and, further, the proceeds of any insurance policy issued by Chubb shall only be considered to be DIP Collateral to the extent such proceeds are payable to the Debtors (as opposed to a third party claimant) pursuant to the terms of any such applicable insurance policy; and (iv) nothing, including the DIP Loan Documents and/or this Final Order, alters or modifies the terms and conditions of any insurance policies issued by Chubb and/or any agreements related thereto.

32. *Provision Regarding PNC Bank, N.A. and TSC Equipment Finance*. Notwithstanding anything to the contrary set forth in this Final Order, to the extent that the leases held by PNC Bank, N.A. ("PNC") or TSC Equipment Finance LLC ("TSC") (each as successor by assignment to PNC Equipment Finance, LLC) are subsequently found to be financing arrangements rather than true leases (which PNC and TSC, in each case, dispute), nothing contained in this Final Order shall (x) result in the granting of any priming or *pari passu* liens on the equipment subject to such leases or (y) otherwise alter or impair the rights or claims of PNC and TSC, as applicable, with respect to such equipment or leases.

33. *Provision Regarding World Fuel Services, Inc.* World Fuel Services, Inc. ("WFS") is in possession of a $200,000 business risk deposit (the "WFS Deposit") posted in connection with a fuel supply contract entered into, effective June 1, 2019, as amended on June 25, 2020, with Debtor YRC Enterprise Services, Inc., as agent for participating affiliates, including Debtor USF Reddaway, Inc. Notwithstanding anything herein to the contrary, WFS shall retain all of its rights to the existing WFS Deposit to the same extent and in the same priority that existed prior to the Petition Date.

34. *Provision Regarding East West Bank and Wintrust Commercial Finance*. Notwithstanding anything to the contrary set forth in this Order or any other order granting adequate protection liens to the Debtors' prepetition lenders, to the extent that the leases held by East West Bank ("EWB") or Wintrust Commercial Finance ("Wintrust") (as successor to PNC Equipment Finance, LLC) are subsequently found to be financing arrangements rather than true leases (which EWB and Wintrust each dispute), nothing contained in this Order or any other order granting adequate protection liens to the Debtors' prepetition lenders shall (x) result in the granting of any liens that would prime or be pari passu with any liens of EWB or Wintrust on the equipment subject to the EWB leases or the Wintrust leases, as applicable, or (y) otherwise alter or impair the rights of EWB or Wintrust with respect to such equipment or the EWB leases or the Wintrust leases, as applicable, all of which are expressly reserved.

35. *Provision Regarding Certain Taxing Authorities*. Notwithstanding any provisions of the Motion, the Interim Orders, this Final Order, or any agreements approved hereby, the statutory liens currently held by the Texas Taxing Authorities[20] and the Treasurer of Maricopa County, Arizona (the "Maricopa County Treasurer"), or which shall arise during the course of this case pursuant to applicable non-bankruptcy law for prepetition and postpetition ad valorem taxes and/or personal property taxes (the "Tax Liens") shall neither be primed by nor subordinated to any liens granted thereby or pursuant to this Final Order to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount,

[20] "Texas Taxing Authorities" means all *ad valorem* taxing jurisdictions represented by the firms of McCreary, Veselka, Bragg & Allen, PC, Linebarger, Goggan, Blair and Sampson, and Perdue Brandon Fielder Collins and Mott LLP, including but not limited to Bowie Central Appraisal District, Central Appraisal District of Taylor County, Waco Independent School District, Lubbock Central Appraisal District, Maverick County Tax Office, Bexar County, Cypress-Fairbanks Independent School District, Dallas County, City of Eagle Pass, Eagle Pass Independent School District, City of El Paso, Fort Bend County, Harris County, Hidalgo County, Irving Independent School District, Jefferson County, City of McAllen, McLennan County, City of Mesquite, Nueces County, and Tarrant County.

and extent of the claims and liens asserted by the Texas Taxing Authorities and the Maricopa County Treasurer are fully preserved.

36. *Amendment to Milestones.* Appendix E of the Junior DIP Credit Agreement and Appendix E of the Postpetition B-2 Credit Agreement shall each be amended so that Paragraph 1 shall state "forty-five (45) calendar days" rather than "thirty (30) calendar days."

37. *Amendments to DIP Loan Documents*.

(a) Section 7.15 of the Junior DIP Credit Agreement shall be replaced in its entirety with the following: "The Borrower shall not (i) assume or reject any executory contract or unexpired lease or (ii) consent to termination or reduction of the exclusivity period to file and solicit a chapter 11 plan or fail to object to any motion seeking to terminate or reduce such exclusivity period, in each case, without the consent of the Lenders (with respect to clause (i), such consent not to unreasonably withheld) and, to the extent constituting or impacting any B-2 Priority Collateral, the B-2 Lenders (with respect to clause (i), such consent not to be unreasonably withheld)."

(b) Section 7.15 of the Postpetition B-2 Credit Agreement shall be replaced in its entirety with the following: "The Borrower shall not (i) assume or reject any executory contract or unexpired lease or (ii) consent to termination or reduction of the exclusivity period to file and solicit a chapter 11 plan or fail to object to any motion seeking to terminate or reduce such exclusivity period, in each case, without the consent of the Junior DIP Lenders (with respect to clause (i), such consent not to unreasonably withheld) and, to the extent constituting or impacting any B-2 Priority Collateral, the Lenders (with respect to clause (i), such consent not to be unreasonably withheld)."

38. Section 10.05(a) of the Postpetition B-2 Credit Agreement shall be replaced in its entirety with the following: "The Borrower agrees (i) promptly following (and in any event within the period set forth in the DIP Order) written demand (including documentation reasonably supporting such request) therefor, to pay or reimburse the Administrative Agent, the Collateral Agent and the Lenders for all reasonable and documented out-of-pocket costs and expenses (including, without limitation, the documented reasonable fees and expenses of Holland & Knight LLP, FTI, White & Case LLP, GrayRobinson, P.A. and Osler, Hoskin & Harcourt LLP) incurred in connection with the preparation, negotiation and execution of the DIP Term Sheet, this Agreement and the other Loan Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby (including Attorney Costs which in the case of the Agents, shall be limited to Attorney Costs of one counsel to the Agents and one local counsel in each applicable jurisdiction for the Agents) and (ii) from and after the Postpetition B-2 Facility Closing Date, promptly following (and in any event within the period set forth in the DIP Order) written demand (including documentation reasonably supporting such request) therefor, to pay or reimburse the Administrative Agent, the Collateral Agent and each Lender promptly following written demand for all reasonable and documented out-of-pocket costs and expenses (including, without limitation, the documented fees and expenses of Holland & Knight LLP, FTI, White & Case LLP, GrayRobinson, P.A. and Osler, Hoskin & Harcourt LLP) incurred in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of any rights or remedies under the DIP Term Sheet, this Agreement or the other Loan Documents (including all such out-of-pocket costs and expenses incurred during any legal proceeding, including any

proceeding under any Debtor Relief Laws and including Attorney Costs). To the extent otherwise reimbursable by the foregoing sentence of this section, the foregoing costs and expenses shall include all reasonable search, filing, recording, title insurance, survey, environmental, property condition report and zoning report charges and fees related thereto, and other reasonable and documented out of pocket expenses incurred by any Agent. The foregoing costs and expenses shall also include all recording and filing fees charged by governmental authorities to record and/or file Collateral Documents."

39. *Effectiveness*. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

40. *Governing Order*. Notwithstanding the relief granted in any other order by this Court, (i) all payments and actions by any of the Debtors pursuant to the authority granted therein shall be subject to this Final Order, including compliance with the Approved Budget (subject to Permitted Variances) and all other terms and conditions hereof, and (ii) to the extent there is any inconsistency between the terms of any of the DIP Loan Documents and this Final Order, this Final Order shall control.

41. *Headings*. Paragraph headings used herein are for convenience only and shall not affect the construction of, or to be taken into consideration in interpreting, this Final Order.

42. *Payments Held in Trust*.

(a) Except as expressly permitted in this Final Order or the DIP Loan Documents and except with respect to the DIP Loan Parties, in the event that any person or entity receives any payment on account of a security interest in the DIP Collateral (other than Prepetition

B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral), receives any DIP Collateral (other than Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral) or any proceeds of the DIP Collateral (other than Prepetition B-2 Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral) or receives any other payment with respect thereto from any other source prior to the indefeasible payment in full in cash of all Junior DIP Obligations and termination of all Junior DIP Commitments, such person or entity shall be deemed to have received, and shall hold, any such DIP Collateral or any payment on account or proceeds thereof (other than Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral) in trust for the benefit of the Junior DIP Secured Parties and shall immediately turn over such collateral or its proceeds to the Junior DIP Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Loan Documents and this Final Order.

(b) Except as expressly permitted in this Final Order or the DIP Loan Documents and except with respect to the DIP Loan Parties, in the event that any person or entity receives any payment on account of a security interest in any Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral, receives any Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral, or any proceeds of Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral, or receives any other payment with respect thereto from any other source prior to the indefeasible payment in full in cash of all

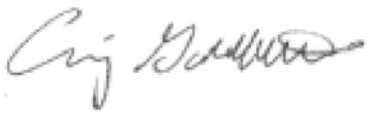
Prepetition Secured Obligations, Prepetition UST Secured Obligations, Prepetition ABL Obligations, and Postpetition B-2 Obligations and termination of all Postpetition B-2 Commitments, such person or entity shall be deemed to have received, and shall hold, any such Prepetition B-2 Priority Collateral, Prepetition ABL Priority Collateral, Prepetition Joint Collateral, or Prepetition UST Tranche B Priority Collateral, or any payment on account or proceeds thereof in trust for the benefit of the Prepetition Secured Parties, the Prepetition UST Secured Parties, and the B-2 Secured Parties, as applicable (subject to the terms and priorities of this Final Order, the DIP Loan Documents, the UST Cash Collateral Orders, and the Prepetition Intercreditor Agreement) and shall immediately turn over such Collateral or its proceeds to the B-2 Agent, Prepetition ABL Agent, the Prepetition UST Tranche A Agent, or the Prepetition UST Tranche B Agent, as applicable, or as otherwise instructed by this Court, for application in accordance with the DIP Loan Documents, this Final Order, the UST Cash Collateral Orders, and the Prepetition Intercreditor Agreement.

43. *Bankruptcy Rules*. The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

44. *No Third Party Rights*. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

45. *Necessary Action*. The Debtors, the DIP Secured Parties, and the Prepetition Secured Parties are authorized to take all reasonable actions as are necessary or appropriate to implement the terms of this Final Order. The automatic stay is modified to permit affiliates of the Debtors who are not debtors in these cases to take all actions as are necessary or appropriate to implement the terms of this Final Order.

46. *Retention of Jurisdiction*. This Court shall retain jurisdiction to enforce the provisions of this Final Order.



Dated: September 15th, 2023
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Junior DIP Credit Agreement

JUNIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION

CREDIT AGREEMENT

dated as of

September 6, 2023

among

YELLOW CORPORATION

THE OTHER GUARANTORS PARTY HERETO FROM TIME TO TIME
THE LENDERS PARTY HERETO

and

ALTER DOMUS PRODUCTS CORP.,

as Administrative Agent and Collateral Agent

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JUNIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of September 6, 2023 (this "**Agreement**"), among YELLOW CORPORATION, a Delaware corporation (the "**Borrower**"), the Guarantors party hereto from time to time, the Lenders (such term and each other capitalized term used but not defined in this introductory statement having the meaning given it in Article 1), and ALTER DOMUS PRODUCTS CORP., as administrative agent (in such capacity, including any permitted successor or assign thereto, the "**Administrative Agent**") and as collateral agent (in such capacity, including any permitted successor or assign thereto, the "**Collateral Agent**") for the Lenders.

WHEREAS, on August 6, 2023, (the "**Petition Date**"), the Borrower and certain of its Subsidiaries (together with the Borrower, collectively, the "**Debtors**") commenced voluntary cases under Chapter 11 of the Bankruptcy Code (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), and the Debtors have continued to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code in order to effect a wind down of their businesses and sale of their properties to repay existing Indebtedness (including the Obligations hereunder and the B-2 Obligations) with the net proceeds thereof.

WHEREAS, the Borrower, in its capacity as "foreign representative" on behalf of the Debtors, has commenced proceedings before the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the "**Canadian Court**") under Part IV of the Companies' Creditors Arrangement Act (Canada), R.S.C. 1985, c. C-36, as amended (the "**CCAA**") bearing Court File No. CV-23-00704038-00CL, recognizing the Chapter 11 Cases as "foreign main proceedings" in respect of the Canadian Debtors (as defined herein) (the "**Canadian Recognition Proceedings**") and granting certain customary related relief.

WHEREAS, the Borrower has requested and the Lenders have agreed to provide a junior secured super-priority debtor-in-possession term loan facility to the Borrower (the "**Junior DIP Facility**") consisting of (i) Initial Term Loans in an aggregate committed amount of $42,500,000 and (ii) Delayed Draw Term Loans in an aggregate committed amount of $70,000,000.

WHEREAS, on August 21, 2023, the Lenders advanced the Closing Date Loans as the first installment of the Initial Term Loans to the Borrower pursuant to the terms of that certain Debtor-In-Possession Credit Facility Term Sheet (as amended, restated, amended and restated, supplemented or otherwise modified, the "**DIP Term Sheet**"), by and among the Loan Parties, the Postpetition B-2 Lenders, the Lenders, the Administrative Agent, the B-2 Agent and the Stalking Horse Purchaser (as defined therein), and the Interim Order (as defined herein). This Agreement restates and replaces the DIP Term Sheet insofar as the DIP Term Sheet relates to the Junior DIP Facility.

WHEREAS, the Guarantors have agreed to guarantee the obligations of the Borrower hereunder and the Borrower and the Guarantors have agreed to secure their respective Obligations by granting to the Collateral Agent, for the benefit of Secured Parties, a lien on substantially all of their respective assets, in accordance with the priorities provided in the DIP Order.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Defined Terms.* As used in this Agreement, the following terms shall 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.

"**Acceptable Plan**" shall mean a Plan of Reorganization that, upon the consummation thereof, provides for the termination of all unused Commitments and the indefeasible payment in full of all Obligations and all B-2 Obligations in cash.

"**Administrative Agent**" shall have the meaning assigned to such term in the introductory statement to this Agreement, together with its successors and any replacement designated pursuant to Article 9 of this Agreement.

"**Administrative Agent's Office**" means the Administrative Agent's office or account as it may from time to time designate, in writing, to the Borrower and each Lender.

"**Administrative Questionnaire**" shall mean an Administrative Questionnaire in the form of Exhibit A, or such other form as may be supplied from time to time by the Administrative Agent.

"**Affiliate**" shall mean, with respect to any 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; *provided*, that, with respect to the Borrower and its Subsidiaries, in no case shall any Governmental Authority constitute an "Affiliate". "**Control**" shall mean 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.

"**Agency Fee Letter**" means that certain fee letter dated as of August 21, 2023, by and between Borrower and Agents, as amended, amended and restated, supplemented, waived, replaced or otherwise modified from time to time.

"**Agent Indemnitees**" shall have the meaning assigned to such term in Section 10.05(b).

"**Agents**" shall have the meaning assigned to such term in Article 9.

"**Agreement**" shall have the meaning assigned to such term in the introductory statement to this Agreement.

"**Alternate Base Rate**" shall mean, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%; *provided* that in no event shall the Alternate Base Rate be less than 2.00% per annum. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition thereof, the Alternate Base Rate shall be determined without regard to clause (b) of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective on the effective date of such change in the Prime Rate or the Federal Funds Effective Rate, as the case may be.

"**Applicable Margin**" shall mean, with respect to any Delayed Draw Term Loan, a percentage per annum equal to 10.00%.

"**Approved Budget**" has the meaning assigned to such term in Section 6.02(l).

"**Attorney Costs**" shall mean and shall include all reasonable and documented out-of-pocket fees, expenses and disbursements of any law firm or other external legal counsel.

"**Attributable Indebtedness**" shall mean, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"**Audited Financial Statements**" shall mean the audited consolidated balance sheets of the Borrower and its consolidated subsidiaries for the fiscal years ending December 31, 2021 and December 31, 2022 and the related consolidated statements of operations, changes in shareholders' equity and cash flows of the Borrower and its consolidated subsidiaries.

"**B-2 Agent**" means Alter Domus Products Corp., as administrative agent and collateral agent for the B-2 Lenders.

"**B-2 Indebtedness**" means each of the Prepetition B-2 Indebtedness and the Postpetition B-2 Indebtedness.

"**B-2 Lenders**" means the lenders party to the B-2 Term Loan Credit Agreement, from time to time, under and as defined in the B-2 Term Loan Credit Agreement.

"**B-2 Obligations**" means each of the Prepetition B-2 Obligations and the Postpetition B-2 Obligations.

"**B-2 Priority Collateral**" shall have the meaning assigned to the term "Non-UST Tranche B Term Priority Collateral" in the Prepetition ABL Intercreditor Agreement.

"**B-2 Secured Parties**" shall have the meaning assigned to the term "Secured Parties" in the B-2 Term Loan Credit Agreement.

"**B-2 Term Loan Credit Agreement**" means that Amended and Restated Credit Agreement, dated as of September 11, 2019, by and among Borrower, as borrower, the guarantors from time to time party thereto, the B-2 Lenders and the B-2 Agent**,** as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, including by the B-2 Term Loan Credit Agreement Amendment.

"**B-2 Term Loan Credit Agreement Amendment**" means that Amendment No. 4 to Amended and Restated Credit Agreement, dated as of the date hereof, by and among Borrower, as borrower, the guarantors from time to time party thereto, the B-2 Lenders party thereto and the B-2 Agent**,** as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof.

"**Bankruptcy Code**" means Title 11 of the United States Code entitled "Bankruptcy," as applicable to the Chapter 11 Cases (unless the context requires otherwise), now and hereafter in effect or any successors to such statute.

"**Bankruptcy Court**" shall have the meaning assigned to such term in the recitals to this Agreement.

"**Bidding Procedures Order**" means a final order approving procedures for one or more sales of all or substantially all of the Debtors' assets and permitting the B-2 Lenders (or the B-2 Agent on behalf of the B-2 Lenders) to credit bid the full amount of the B-2 Obligations (including, for the avoidance of doubt, the Prepetition B-2 Obligations) in form and substance in all material respects satisfactory to the Lenders.

"**Blocked Person**" shall mean any Person that is publicly identified on the most current list of "Specially Designated Nationals and Blocked Persons" published by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**").

"**Board**" shall mean the Board of Governors of the Federal Reserve System of the United States of America.

"**Borrower**" shall have the meaning assigned to such term in the introductory statement to this Agreement.

"**Borrower Materials**" shall have the meaning assigned to such term in Section 10.01.

"**Borrowing**" shall mean Loans of the same Class made on the same date.

"**Budget Variance Report**" shall mean a weekly variance report prepared by management of the Borrower (in consultation with the Borrower's Operational Advisor), in form and detail reasonably satisfactory to the Lenders and the B-2 Lenders, comparing for each applicable Budget Variance Test Period the actual receipts and disbursements against anticipated receipts and disbursements under the applicable Approved Budget, on a line by line and aggregate basis and in the same level of detail set forth in the Approved Budget, together with a written explanation for all material variances in any given Budget Variance Test Period and such other related information as the Lenders may reasonably request.

"**Budget Variance Test Date**" shall mean each of (a) Friday August 25, 2023, (b) Friday September 1, 2023, (c) Wednesday September 6, 2023 and (d) each Wednesday thereafter.

"**Budget Variance Test Period**" means, as of any date of determination, (a) with respect to the first Budget Variance Report delivered after the Closing Date pursuant to Section 6.02(n)(i) and the first Budget Variance Test Date occurring on Friday August 25, 2023, the period starting on the Petition Date and ending on August 18, 2023, (b) with respect to the second Budget Variance Report delivered after the Closing Date pursuant to Section 6.02(n)(i) and the Budget Variance Test Date occurring on Friday September 1, 2023, the period starting on the Petition Date and ending on August 25, 2023, (c) with respect to the third Budget Variance Report delivered after the Closing Date pursuant to Section 6.02(n)(i) and the Budget Variance Test Date occurring on Wednesday September 6, 2023, the period starting on the Petition Date and ending on September 1, 2023 and (d) with respect to each Budget Variance Report delivered pursuant to Section 6.02(n)(i) thereafter and each the Budget Variance Test Date occurring thereafter, the four-week period ending on the Friday of the week immediately preceding the applicable Budget Variance Test Date.

"**Business Day**" shall mean any day other than a Saturday, Sunday or day on which banks in New York City are authorized or required by law to close.

"**Canadian Administration Charge**" shall mean a super priority charge granted by the Canadian Court over the Canadian Collateral to secure payment of the professional fees and disbursements of the Debtors' Canadian counsel, the Information Officer and counsel to the Information Officer (in a maximum amount not to exceed CDN$700,000).

"**Canadian AML Legislation**" shall mean the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws within Canada (including any guidelines or orders thereunder).

"**Canadian Collateral**" shall mean the Collateral of the Canadian Debtors.

"**Canadian Court**" shall have the meaning assigned to such term in the recitals hereto.

"**Canadian D&O Charge**" shall mean a charge granted by the Canadian Court on the Canadian Collateral (in a maximum amount not to exceed CDN$3,500,000), securing an indemnity by the Canadian Debtors in favor of their directors and officers against any obligations or liabilities that they may incur as directors and officers of the Canadian Debtors on or after the commencement of the Canadian Recognition Proceedings, as provided for in the Canadian Supplemental Order.

"**Canadian Debtors**" shall mean YRC Freight Canada Company, YRC Logistics Inc., USF Holland International Sales Corporation and 1105481 Ontario Inc.

"**Canadian Defined Benefit Pension Plan**" shall mean each pension plan or arrangement required to be registered under Canadian federal or provincial pension standards legislation and which contains a "defined benefit provision" as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"**Canadian DIP Charge**" shall mean the super priority charge granted by the Canadian Court pursuant to the Canadian Interim DIP Recognition Order in favor of the DIP Secured Parties (as defined in the DIP Order) on the Canadian Collateral, other than the Prepetition UST Tranche B Priority Collateral.

"**Canadian DIP Recognition Order**" shall mean the Canadian Interim DIP Recognition Order, unless the Canadian Final DIP Recognition Order shall have been issued by the Canadian Court, in which case it shall mean the Canadian Final DIP Recognition Order and the Canadian Interim DIP Recognition Order.

"**Canadian Dollar**" and "**CDN$**" means lawful money of Canada.

"**Canadian Final DIP Recognition Order**" shall mean an order of the Canadian Court in the Canadian Recognition Proceedings, which order shall, among other things, recognize the Final Order and shall be in form and substance satisfactory to the Lenders, and as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of the Lenders.

"**Canadian Initial Recognition Order**" shall mean the Initial Recognition Order issued by the Canadian Court on August 29, 2023 in the Canadian Recognition Proceedings, recognizing the Chapter 11 Cases as "foreign main proceedings" under Part IV of the CCAA, and granting a stay of proceedings in respect of the Borrower and the Canadian Debtors in Canada and as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of the Lenders.

"**Canadian Interim DIP Recognition Order**" shall mean the provisions of the Canadian Supplemental Order which recognize the Interim Order and grant the Canadian DIP Charge (and the related provisions in respect thereto), and as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of the Lenders.

"**Canadian Orders**" means, as applicable and as the context may require, the Canadian Initial Recognition Order, the Canadian Supplemental Order and/or the Canadian DIP Recognition Order, or such

other Orders as may be granted by the Canadian Court in the Canadian Recognition Proceedings which are, in form and substance, satisfactory to the Lenders.

"**Canadian Priority Charges**" shall mean the Canadian Administration Charge and the Canadian D&O Charge.

"**Canadian Recognition Proceedings**" shall have the meaning assigned to such term in the recitals hereto.

"**Canadian Subsidiary**" shall mean any Subsidiary that is incorporated, amalgamated, continued or otherwise organized or formed under the Laws of Canada or any province or territory thereof.

"**Canadian Supplemental Order**" shall mean the Supplemental Order issued by the Canadian Court on August 29, 2023 in the Canadian Recognition Proceedings which, among other things, grants the CCAA Charges and recognizes the Interim Order.

"**Capital Expenditures**" shall mean, for any period, the aggregate of (a) all amounts that would be reflected as additions to property, plant or equipment on a consolidated statement of cash flows of the Borrower and its Subsidiaries in accordance with GAAP and (b) the value of all assets under Capitalized Leases incurred by the Borrower and its Subsidiaries during such period.

"**Capitalized Leases**" shall mean all leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases; *provided* that, subject to Section 1.11, for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP.

"**Carve-Out**" shall have the meaning assigned to such term in the DIP Order (and which Carve-Out shall include an amount up to CDN$700,000 (or such other amount as agreed by the Lenders) for the benefit of the beneficiaries of the Canadian Administration Charge, *provided* that such amount shall not be duplicative of the Canadian Administration Charge); *provided further* that, the Carve-Out post-trigger notice professional fee cap may by increased by up to $1,000,000 to include amounts for an official committee of equityholders in the event one is appointed.

"**Cash Collateral**" shall have the meaning assigned to such term in the Interim Order.

"**Cash Equivalents**" shall mean any of the following types of Investments, to the extent owned by the Borrower or any Subsidiary:

(a) Dollars and, to the extent consistent with past practice, Canadian Dollars;

(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), in each case maturing within one year from the date of issuance thereof;

(c) investments in commercial paper maturing within 270 days from the date of issuance thereof and having, at such date of acquisition, rated at least A-2 or P-2 by S&P or Moody's;

(d) investments in demand deposits, certificates of deposit, banker's acceptances and time deposits maturing within one year 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, the Prepetition

ABL Agent, the Prepetition UST Tranche A Agent, the Prepetition UST Tranche B Agent or any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000 and that issues (or the parent of which issues) commercial paper rated at least "Prime 1" (or the then equivalent grade) by Moody's or "A 1" (or the then equivalent grade) by S&P;

(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.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than set forth in clause (a) above; *provided* that such amounts are converted into currencies listed in clause (a) within ten Business Days following the receipt of such amounts.

"**Casualty Event**" shall mean any event that gives rise to the receipt by the Borrower or any Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or Real Property (including any improvements thereon) to replace or repair such equipment, fixed assets or Real Property or as compensation for such condemnation event.

"**CCAA**" shall have the meaning assigned to such term in the recitals hereto.

"**CCAA Charges**" shall mean the Canadian Administration Charge, the Canadian D&O Charge and the Canadian DIP Charge, as granted by the Canadian Court in the Canadian Recognition Proceedings.

"**Chapter 11 Cases**" shall have the meaning assigned to such term in the recitals to this Agreement.

"**Chapter 11 Milestones**" shall have the meaning assigned to such term in Section 8.01(o)(xxvii).

"**Chapter 11 Orders**" means, collectively, each order entered by the Bankruptcy Court, including the DIP Order and any cash management order, cash collateral order and adequate protection order, in each case, which shall have been reviewed in advance by the Lenders and shall be in form and substance acceptable to the Agents and the Lenders.

"**Charges**" shall have the meaning assigned to such term in Section 10.09.

"**Claim**" has the meaning assigned to such term in Section 101(5) of the Bankruptcy Code.

"**Class**" when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are "Closing Date Loans", "Effective Date Loans", "Final Loans", "Initial Term Loans" or "Delayed Draw Term Loans", (b) any Commitment, refers to whether such Commitment is an "Closing Date Commitment", "Effective Date Commitment", "Final Commitment" or a

"Delayed Draw Term Commitment" and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments.

"**Closing Date**" means August 21, 2023.

"**Closing Date Commitment**" means, as to each Lender, its obligations to make Closing Date Loans to the Borrower on the Closing Date, pursuant to the DIP Term Sheet and, as applicable, Section 2.01(a) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Appendix A under the caption "Closing Date Commitment". The aggregate amount of the Closing Date Commitments on the Closing Date, prior to the making of the Closing Date Loans, was $17,894,736.84.

"**Closing Date Loan**" means the term loan made on the Closing Date, pursuant to Section 2.01(a).

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" shall mean (a) all of the assets, property, rights and interests of the Loan Parties that are or are intended to be subject to the Liens created by or pursuant to the Collateral Documents, the DIP Order, and the Canadian DIP Recognition Order, and (b) the "Collateral" referred to in the DIP Order, in each case, except for Excluded Property. For the avoidance of doubt, and without limiting the generality of the foregoing, "Collateral" shall include (i) all property or assets of any Canadian Subsidiary of the Borrower, (ii) all claims and causes of action in connection with the any commercial tort and breach of contract claims, (iii) the proceeds of all claims and causes of action (excluding the claims and causes of actions themselves) arising under sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 553(b), or 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable federal and/or state-law equivalents, (iv) all leasehold interests of each Loan Party, and (v) the proceeds of each of the foregoing.

"**Collateral Agent**" shall have the meaning assigned to such term in the introductory statement to this Agreement.

"**Collateral and Guarantee Requirement**" shall mean, at any time, the requirement that:

(a) on the Closing Date, the Administrative Agent and the Collateral Agent shall have received each Collateral Document to the extent required to be delivered on the Closing Date pursuant to Section 4.02 duly executed by each Loan Party that is a party thereto;

(b) in each case subject to the limitations and exceptions set forth in this Agreement, the Collateral Documents, the DIP Order and, in the case of the Canadian Collateral, the applicable Canadian Orders, and to any action required to be taken by the Collateral Agent or the Administrative Agent to effectuate the same, the Obligations shall have been secured by a perfected security interest in all Collateral with the priority set forth herein and in the DIP Order, the applicable Canadian Orders and the Prepetition ABL Intercreditor Agreement;

(c) after the Closing Date, (x) each Subsidiary of the Borrower that is an Excluded Subsidiary on the Closing Date and that ceases to constitute an Excluded Subsidiary pursuant to the definition thereof shall, at the request of the Lenders (or the Administrative Agent on behalf of the Lenders) become a Guarantor and signatory to this Agreement pursuant to a joinder agreement in connection with Section 6.11 or Section 6.13 and (y) each Subsidiary of the Borrower shall deliver such collateral documents and take such perfection steps as reasonably requested by the Collateral Agent or the Lenders; and

(d) notwithstanding that all of the security interests described herein with respect to the Collateral shall be effective and perfected by the DIP Order (and, in the case of Canadian Collateral, the Canadian DIP Recognition Order) and without the necessity of the execution of mortgages, security agreements, pledge agreements or other agreements, the Loan Parties shall take all actions that may be necessary or desirable, or that the Lenders or the Collateral Agent may reasonably request, to maintain the validity, perfection, enforceability and priority of the security interest and Liens of the Collateral Agent in the Collateral, or to enable the Collateral Agent to protect, exercise or enforce its rights hereunder, under the DIP Order and in the Collateral (and, in the case of Canadian Collateral, the Canadian DIP Recognition Order).

"**Collateral Documents**" shall mean, collectively, the DIP Order, the Canadian DIP Recognition Order, collateral assignments, security agreements, pledge agreements, intellectual property security agreements, control agreements or other similar agreements delivered to the Administrative Agent or the Collateral Agent pursuant to Section 4.02, Section 6.11 or Section 6.13, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

"**Commitment**" shall mean, with respect to any Lender, such Lender's Initial Term Commitment or Delayed Draw Term Commitment. The aggregate amount of the Commitments on the Closing Date, prior to the making of the Closing Date Loans, was $112,500,000. The aggregate amount of the Commitments as of the Effective Date, prior to the making of the Effective Date Loans, is $94,605,263.16.

"**Communications**" shall have the meaning assigned to such term in Section 10.01.

"**Compliance Certificate**" shall mean a certificate substantially in the form of Exhibit F.

"**Contractual Obligation**" shall mean, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"**Control**" shall have the meaning specified in the definition of "Affiliate".

"**Credit Extension**" shall mean a Borrowing.

"**Currency Due**" shall have the meaning assigned to such term in Section 2.17.

"**DDTL Exit Fee**" has the meaning provided in Section 2.05(a).

"**Debtor Relief Laws**" shall mean (i) the Bankruptcy Code of the United States; (ii) the CCAA and the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended; and (iii) all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, arrangement, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Debtors**" shall have the meaning assigned to the term in the recitals hereto.

"**Default**" shall mean any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of any grace period, or both, without cure or waiver hereunder, would be an Event of Default.

"**Delayed Draw Term Commitment**" means, as to each Term Lender, its obligation to make a Delayed Draw Term Loan to the Borrowers pursuant to Section 2.01(b) in an aggregate amount not to exceed the amount set forth opposite such Lender's name on Appendix D hereto under the caption "Delayed Draw Term Commitment", as such amount may be adjusted from time to time in accordance with this Agreement (including Sections 2.12). The aggregate amount of the Delayed Draw Term Commitments is $70,000,000.

"**Delayed Draw Term Lender**" means, at any time, any Lender that has a Delayed Draw Term Commitment or a Delayed Draw Term Loan at such time.

"**Delayed Draw Term Loan Availability Period**" means the earlier of (x) date as of which the Delayed Draw Term Commitment has been fully utilized in accordance with the terms of Section 2.01(b) and (y) the Maturity Date.

"**Delayed Draw Term Loan Borrowing Date**" means any date that a Delayed Draw Term Lender makes a Delayed Draw Term Loan available to the Borrower pursuant to the terms hereof.

"**Delayed Draw Term Loans**" means the term loans made by the Lenders on or after the Effective Date to the Borrowers pursuant to Section 2.01(b).

"**Delayed Draw Term Note**" shall mean a promissory note of the Borrower payable to any Delayed Draw Term Lender or its registered assigns, in substantially the form of Exhibit K hereto, evidencing the aggregate Indebtedness of the Borrower to such Delayed Draw Term Lender resulting from the Delayed Draw Term Loans made by such Delayed Draw Term Lender.

"**Deposit Account**" means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

"**DIP Order**" shall mean the Interim Order or, upon entry thereof by the Bankruptcy Court, the Final Order.

"**DIP Proceeds Account**" shall mean a deposit account in the name of, and for the account of, USF Holland, LLC maintained at JP Morgan, as account number ending with x4623, which shall constitute Collateral but not Prepetition ABL Priority Collateral, and into which proceeds of the Initial Term Loans and Delayed Draw Term Loans shall be funded and held in accordance with this Agreement.

"**DIP Term Sheet**" has the meaning provided in the recitals.

"**Discharge of ABL Obligations**" shall have the meaning assigned to such term in the Prepetition ABL Intercreditor Agreement.

"**Discharge of UST Tranche A Obligations**" shall have the meaning assigned to such term in the Prepetition ABL Intercreditor Agreement.

"**Discharge of UST Tranche B Obligations**" shall have the meaning assigned to such term in the Prepetition ABL Intercreditor Agreement.

"**Disposition**" or "**Dispose**" shall mean the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale or issuance of Equity Interests in a Subsidiary)

of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"**Disqualified Equity Interests**" shall mean any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (c) provides for scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the Maturity Date; *provided* that if such Equity Interests are issued pursuant to, or in accordance with a plan for the benefit of employees of the Borrower or the Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased by the Borrower or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"**Dollars**" or "**$**" shall mean lawful money of the United States of America.

"**Domestic Subsidiary**" shall mean any Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia.

"**Effective Date Commitment**" means, as to each Lender, its obligations to make Effective Date Loans to the Borrower on the Effective Date pursuant to Section 2.01(a) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Appendix B under the caption "Effective Date Commitment". The aggregate amount of the Effective Date Commitments on the Effective Date is $ 11,184,210.53.

"**Effective Date Loan**" means a term loan made on the Effective Date pursuant to Section 2.01(a).

"**Effective Date**" means the date on which the conditions specified in Section 4.02 are satisfied (or waived in accordance with Section 10.08), which date is September 6, 2023.

"**Environmental Laws**" shall mean all federal, state, provincial, territorial, local and foreign laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), and agreements in each case, relating to protection of the environment, natural resources, human health and safety (with respect to exposure to hazardous or toxic substances or wastes) or the presence, Release of, or exposure to, hazardous or toxic substances or wastes, or the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or the arrangement for such activities with respect to, hazardous or toxic substances or wastes.

"**Environmental Liability**" shall mean all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses and costs (including administrative oversight costs, capital and operating costs, injunctive relief, costs associated with financial assurance, permitting or closure requirements, natural resource damages and investigation or remediation costs), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with 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 of any Hazardous Materials or (e) any contract,

agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**Environmental Permit**" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"**Equity Interests**" shall mean, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities) but excluding in each case any debt security that is convertible into, or exchanged for, Equity Interests.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**ERISA Affiliate**" shall mean any Person, any trade or business (whether or not incorporated) that, together with a Loan Party or any Subsidiary, is or, within the six year period immediately preceding the Closing Date, was 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**" shall mean (a) a Reportable Event; (b) the failure to satisfy the minimum funding standard with respect to a Pension Plan within the meaning of Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA, whether or not waived (unless such failure is corrected by the final due date for the plan year for which such failure occurred), (c) a determination that a Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (d) the receipt by a Loan Party, any Subsidiary or any of their respective ERISA Affiliates of notice pursuant to Section 305(b)(3)(D) of ERISA that a Multiemployer Plan is or will be in "endangered status" or "critical status" (as defined in Section 305(b) of ERISA), or is, or is expected to be, "insolvent" (within the meaning of Section 4245 of ERISA); (e) the filing pursuant to Section 431 of the Code or Section 304 of ERISA of an application for the extension of any amortization period; (f) the failure to timely make a contribution required to be made with respect to any Pension Plan or Multiemployer Plan; (g) the filing of a notice to terminate any Pension Plan if such termination would require material additional contributions in order to be considered a standard termination within the meaning of Section 4041(b) of ERISA; (h) the filing under Section 4041(c) of ERISA of a notice of intent to terminate any Pension Plan or the termination of any Pension Plan under Section 4041(c) of ERISA; (i) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan; (j) the incurrence by a Loan Party, any Subsidiary or any of their respective ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Pension Plan; (k) the receipt by a Loan Party, any Subsidiary or any of their respective ERISA Affiliates from the PBGC or a plan administrator of any notice of an intention to terminate any Pension Plan or Pension Plans or to appoint a trustee to administer any Pension Plan under Section 4042 of ERISA; (l) the receipt by a Loan Party, any Subsidiary or any of their respective ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from a Loan Party, any Subsidiary or any of their respective ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability; (m) the occurrence of any event or condition that would reasonably be expected to result in the termination of a Pension Plan or the appointment of a trustee to administer a Pension Plan; (n) the occurrence of a nonexempt prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to any Plan which could result in liability to a Loan Party or any Subsidiary or with respect to which a Loan Party or any Subsidiary is a "disqualified person" (as defined in Section 4975 of the Code) or a "party in interest" (as defined in Section 3(14) of ERISA); (o) the incurrence of any liability with respect to any Pension Plan or Multiemployer Plan

under Title IV of ERISA (other than premiums due and not delinquent under Section 4007 of ERISA); or (p) engagement in any transaction that could be subject to Sections 4069 or 4212(c) of ERISA or (q) the PBGC or any Multiemployer Plan indicates its intention to file an action, suit, litigation or proceeding (including in the Chapter 11 Orders) (x) contesting the Transactions, this Agreement or any of the other Loan Documents or the sale of the Collateral in accordance with the Chapter 11 Orders, (y) that materially impairs the value of any Collateral constituting real property interests and Rolling Stock of the Loan Parties or (z) that would reasonably be expected to prevent or materially delay the sale of the Collateral in accordance with the Chapter 11 Orders.

"**Event of Default**" shall have the meaning assigned to such term in Article 8.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Excluded Property**" shall have the meaning provided in the DIP Order.

"**Excluded Subsidiary**" shall mean (i) Yellow Freight Corporation, a Delaware corporation, and (ii) each Subsidiary of the Borrower listed on Schedule 1.01(b); *provided* that, if as of the end of any calendar month, (x) any such Subsidiary, individually, comprises more than 1.0% of the Borrower and its Subsidiaries' total assets or liquidity as of the end of such calendar month, such Subsidiaries shall no longer constitute Excluded Subsidiaries, and shall be required to become a Loan Party pursuant to Section 6.11 or (y) such Subsidiaries, in the aggregate, comprise more than 3.0% of the Borrower and its Subsidiaries' total assets or liquidity as of the end of such calendar month, the Borrower shall designate one or more such Subsidiaries as not being Excluded Subsidiaries as may be necessary such that the foregoing aggregate percentage limit shall not be exceeded, and any such Subsidiaries so designated shall be required to become Loan Parties pursuant to Section 6.11.

"**Exit Date**" shall mean the date on which all outstanding Obligations hereunder are paid in full in cash.

"**Facility**" shall mean the Closing Date Loans, the Effective Date Loans, the Final Loans or the Delayed Draw Term Loans, as the context may require.

"**FATCA**" shall mean Sections 1471 through 1474 of the Code, as in effect on the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities entered into in connection with the implementation of the foregoing.

"**Federal Funds Effective Rate**" shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, 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 of the quotations for the day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"**Fees**" shall have the meaning assigned to such term in Section 2.05.

"**Final Commitment**" means, as to each Lender, its obligations to make Final Loans to the Borrower pursuant to Section 2.01(a) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Appendix B under the caption "Final Commitment". The aggregate amount of the Final Commitments on the Closing Date is $13,400,000.

"**Final Loan**" means a term loan made on the Final Order Entry Date pursuant to Section 2.01(a).

"**Final Order**" means the final order of the Bankruptcy Court pursuant to Section 364 of the Bankruptcy Code approving the Agreement and the other Loan Documents with respect to the Loan Parties, as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of the Lenders and the B-2 Lenders (and with respect to amendments, modifications or supplements that affect the rights or duties of any Agent, such Agent).

"**Final Order Entry Date**" means the date on which the Final Order shall have been entered on the docket of the Bankruptcy Court.

"**First Day Orders**" shall mean all "first day orders" with respect to the Chapter 11 Cases, including the cash management orders, in form and substance satisfactory to the Lenders (and with respect to any provisions that affect the rights or duties of any Agent, such Agent), as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of the Lenders (and with respect to amendments, modifications or supplements that affect the rights or duties of any Agent, such Agent) (it being agreed that all such orders in effect as of the Effective Date are satisfactory to the Lenders and the Agents).

"**Foreign Subsidiary**" shall mean any direct or indirect Subsidiary of the Borrower which is not a Domestic Subsidiary.

"**GAAP**" shall mean generally accepted accounting principles in the United States of America, as in effect from time to time, subject to Section 1.11; *provided, however*, 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 Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the 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.

"**Governmental Authority**" shall mean any nation or government, any state, provincial, territorial or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, 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 U.S. Treasury).

"**Guarantee**" shall mean, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the "**primary obligor**") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness of the payment or performance of such Indebtedness, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness of any other Person, whether or not such Indebtedness is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain

any such Lien); *provided* that the term "Guarantee" shall not include (i) endorsements for collection or deposit, in either case in the ordinary course of business, (ii) customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness) or (iii) product warranties. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "**Guarantee**" as a verb has a corresponding meaning.

"**Guaranteed Obligations**" shall have the meaning specified in Section 11.01.

"**Guarantors**" shall mean each Subsidiary of the Borrower as of the Petition Date (other than an Excluded Subsidiary).

"**Guaranty**" shall mean, collectively, the guaranty of the Obligations by the Guarantors pursuant to this Agreement.

"**Hazardous Materials**" shall mean (a) any petroleum products, distillates or byproducts and all other hydrocarbons, coal ash, radon gas, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, chlorofluorocarbons and all other ozone-depleting substances and (b) any chemical, material, substance or waste that is prohibited, limited or regulated by or pursuant to any Environmental Law.

"**Hypothecary Representative**" shall have the meaning assigned to such term in Section 10.27.

"**Indebtedness**" shall mean, as to any Person at a particular time, without duplication and without reference to what constitutes indebtedness or a liability in accordance with GAAP, all of the following:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all outstanding letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services;

(e) indebtedness (excluding prepaid interest thereon) described in clauses (a) through (d) and (f) through (h) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person to purchase, redeem, retire or otherwise acquire for value any Disqualified Equity Interests (but solely to the extent required to occur on or prior to the Maturity Date (other than as a result of a change of control, asset sale or similar event)); and

(h) to the extent not otherwise included above, all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person (i) shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise expressly contractually limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Debt and (ii) shall exclude (A) trade accounts payable in the ordinary course of business, (B) any earn-out obligation until such earn-out obligation has become due and payable, (C) any pension contributions or health and welfare contributions due from such Person and/or its applicable Subsidiaries to any Pension Fund Entity, (D) liabilities accrued in the ordinary course, (E) deferred revenues, liabilities associated with customer prepayments and deposits and any such obligations incurred under ERISA, and other accrued obligations (including transfer pricing), in each case incurred in the ordinary course of business, (F) operating leases, (G) customary obligations under employment agreements and deferred compensation and (H) deferred tax liabilities. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) that is limited in recourse to the property encumbered thereby shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"**Indemnified Taxes**" shall have the meaning assigned to such term in Section 3.01(a).

"**Indemnitee**" shall have the meaning assigned to such term in Section 10.05(b).

"**Information**" shall have the meaning assigned to such term in Section 10.16.

"**Information Officer**" shall mean the information officer appointed by the Canadian Court in the Canadian Recognition Proceedings.

"**Initial Budget**" shall mean the initial 13-week consolidated weekly operating budget of the Borrower and its Subsidiaries setting forth projected operating receipts, operating disbursements, professional fees, net operating cash flow and Liquidity for the periods described therein prepared by management of the Borrower (and in consultation with the Borrower's Operational Advisor), covering the period commencing on or about the Closing Date and attached to the Interim Order.

"**Initial Term Commitment**" shall mean, with respect to any Lender, such Lender's Closing Date Commitment, Effective Date Commitment or Final Commitment. The aggregate amount of Initial Term Commitments on the Closing Date was $42,500,000 prior to the making of the Closing Date Loans. The aggregate amount of Initial Term Commitments as of the Effective Date, prior to the making of the Effective Date Loans, is $24,605,263.16.

"**Initial Term Loans**" shall mean the Closing Date Loans, the Effective Date Loans and the Final Loans but not, for the avoidance of doubt, the Delayed Draw Term Loans.

"**Interim Order**" means the interim order attached hereto as Exhibit B, as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of the Lenders (and with respect to amendments, modifications or supplements that affect the rights or duties of any Agent, such Agent).

"**Intercompany Note**" shall mean a promissory note substantially in the form of Exhibit E.

"**Interest Payment Date**" shall mean the last Business Day of each calendar month (commencing with Thursday, August 31, 2023).

"**Investment**" shall mean, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of related transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of covenant compliance, (i) the amount of any Investment shall equal (A) the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment minus, except for purposes of calculating the Cumulative Credit, (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) but not in excess of the original amount invested and (ii) the fair market value of any and all Investments (which for the avoidance of doubt shall include all debt, equity and other items described in the foregoing provisions of this definition) held by any Loan Party in any Guarantor that becomes an Excluded Subsidiary pursuant to clause (a) of the definition of "Excluded Subsidiary" shall be deemed to be an Investment incurred on the date such Guarantor becomes an Excluded Subsidiary pursuant to clause (a) of the definition of "Excluded Subsidiary".

"**Judgment Currency**" shall have the meaning assigned to such term in Section 2.17.

"**Junior DIP Facility**" shall have the meaning assigned to such term in the recitals hereto.

"**Laws**" shall mean, collectively, all international, foreign, federal, state, provincial, territorial and local laws (including common law), statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, requirements, and agreements with, any Governmental Authority.

"**Lender**" shall mean each lender from time to time party hereto. As of the Closing Date, Appendices A, B and C set forth the name of each Lender with a commitment for Initial Term Loans. As of the Effective Date, Appendix D sets forth the name of each Lender with a commitment for Delayed Draw Term Loans.

"**Lender Indemnitees**" shall have the meaning assigned to such term in Section 10.05(b).

"**Lien**" shall mean any mortgage, deed of trust, pledge, hypothecation, collateral assignment, deemed trust, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Property, and any Capitalized Lease or financing lease having substantially the same economic effect as any of the foregoing).

"**Liquidity**" shall mean, as of any date of determination, the sum of unrestricted cash and Cash Equivalents of the Loan Parties as of such date.

"**Liquidity Report**" shall have the meaning assigned to such term in Section 6.02(m).

"**Loan**" shall mean any Term Loan.

"**Loan Documents**" shall mean this Agreement (including, without limitation, any amendments to and consents and waivers under this Agreement), the DIP Term Sheet, the DIP Order, the Collateral Documents, the Agency Fee Letter and the Term Notes or Delayed Draw Term Notes, if any, executed and delivered pursuant to Section 2.04(e), and each amendment, restatement, supplement or other modification of any Loan Document and all instruments and documents executed at any time in connection therewith.

"**Loan Parties**" shall mean, collectively, the Borrower and each Guarantor.

"**Margin Stock**" shall have the meaning assigned to such term in Regulation U.

"**Master Agreement**" shall have the meaning specified in the definition of "**Swap Contract**".

"**Material Adverse Effect**" shall mean a (a) material adverse effect on the business, operations, assets, liabilities (actual or contingent), operating results or financial condition, profits or prospects of the Borrower and its Subsidiaries, taken as a whole; (b) material adverse effect on the ability of the Loan Parties (taken as a whole) to fully and timely perform their payment obligations under the Loan Documents to which the Borrower or any of the Loan Parties is a party; or (c) material adverse effect on the rights and remedies available to the Lenders, the Administrative Agent or the Collateral Agent under any Loan Document (other than due to the action or inaction of any Agent or any Lender); *provided*, that "Material Adverse Effect" shall expressly exclude the effect of the filing of the Chapter 11 Cases, the events and conditions resulting from or leading up thereto, the ceasing of operations, the commencement of the Canadian Recognition Proceedings and any action required to be taken under the Loan Documents, the Chapter 11 Orders or the Canadian Orders.

"**Material Real Property**" shall mean each Real Property that is owned in fee by a Loan Party.

"**Maturity Date**" shall mean the earliest to occur of the following: (i) February 17, 2024 (the "**Scheduled Maturity Date**"); *provided* that the Scheduled Maturity Date may be extended by the Lenders to May 17, 2024, with the Debtors' consent; *provided*, *however*, that the Scheduled Maturity Date may not be extended unless and until all Obligations (as defined in the Prepetition UST Tranche A Credit Agreement) and all Obligations (as defined in the Prepetition UST Tranche B Credit Agreement) have been paid in full in cash; (ii) the effective date or the date of the substantial consummation (as defined in section 1102(2) of the Bankruptcy Code) of a Plan of Reorganization that has been confirmed by an order of the Bankruptcy Court; (iii) the date the Bankruptcy Court orders the conversion of the Chapter 11 Case of any of the Loan Parties to a liquidation under Chapter 7 of the Bankruptcy Code; (iv) the date the Bankruptcy Court orders the dismissal of the Chapter 11 Case of any of the Loan Parties; (v) the date of acceleration of the Term Loans or early termination of the Initial Term Commitments hereunder, including as a result of the occurrence of an Event of Default; (vi) the date the Canadian Court orders the appointment of a receiver, interim receiver, trustee or any similar official in respect of any of the Canadian Debtors or the Canadian Collateral (which for certainty does not include the appointment of the Information Officer); or (vii) the date that is 45 calendar days after the Petition Date if the Final Order Entry Date shall not have occurred by such date.

"**Maximum Rate**" shall have the meaning assigned to such term in Section 10.09.

"**Moody's**" shall mean Moody's Investors Service, Inc., or any successor thereto.

"**Multiemployer Plan**" shall mean any multiemployer plan as defined in Section 4001(a)(3) of ERISA subject to the provisions of Title IV of ERISA to which a Loan Party, any Subsidiary or any of their respective ERISA Affiliates is an "employer" as defined in Section 3(5) of ERISA.

"**Net Proceeds**" shall mean:

(a) 100% of the cash proceeds actually received by the Borrower or any Subsidiaries (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 and including casualty insurance settlements and condemnation and similar awards, but in each case only as and when received) from any Disposition or Casualty Event, net of the following:

(i) attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes,

(ii) required debt payments and required payments (including principal amount, premium or penalty, if any, interest, fees and expenses and other amounts) of other obligations that are secured by the applicable asset or property (other than pursuant to the Loan Documents, the Prepetition ABL Facility Documentation (other than, prior to the Discharge of ABL Obligations, in respect of ABL Priority Collateral), the Prepetition UST Tranche A Facility Documentation (other than, prior to the Discharge of UST Tranche A Obligations, in respect of the Prepetition UST Tranche A Only Collateral) and the Prepetition UST Tranche B Facility Documentation (other than, prior to the Discharge of UST Tranche B Obligations, in respect of the Prepetition UST Tranche B Priority Collateral and the Prepetition UST Tranche B Only Collateral)),

(iii) [reserved],

(iv) [reserved],

(v) taxes paid or reasonably estimated to be payable as a result thereof (*provided*, that if the amount of any such estimated taxes exceeds the amount of taxes actually required to be paid in cash in respect of such Disposition or Casualty Event, the aggregate amount of such excess shall constitute Net Proceeds at the time such taxes are actually paid),

(vi) the amount of any reasonable reserve established in accordance with GAAP against any adjustment to the sale price or any liabilities (other than any taxes deducted pursuant to clause (i) or (v) above) (x) related to any of the applicable assets and (y) retained by the Borrower or any of the Subsidiaries with respect to the assets subject to the Disposition or Casualty Event including, without limitation, liabilities related to environmental matters or against any indemnification obligations (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Proceeds of such Disposition or Casualty Event occurring on the date of such reduction), and

(vii) any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition; and

(b) 100% of the cash proceeds from the incurrence, issuance or sale by the Borrower or any of the Subsidiaries of any Indebtedness, net of all taxes paid or reasonably estimated to be payable as a result thereof and fees (including investment banking fees and discounts), commissions, costs and other expenses,

in each case incurred in connection with such issuance or sale, *provided*, that if the amount of any estimated taxes exceeds the amount of taxes actually required to be paid in cash, the aggregate amount of such excess shall constitute Net Proceeds at the time such taxes are actually paid.

For purposes of calculating the amount of Net Proceeds, fees, commissions and other costs and expenses payable to the Borrower or the Subsidiaries shall be disregarded.

"**Obligations**" shall mean all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding (or would accrue but for the operation of applicable Debtor Relief Laws), regardless of whether such interest and fees are allowed or allowable claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (a) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees (including under the Agency Fee Letter, no matter when earned in accordance with the terms thereof), Attorney Costs, indemnities and other amounts payable by any Loan Party under any Loan Document and (b) the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing that any Agent or Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party.

"**OFAC**" shall have the meaning assigned to such term in the definition of "Blocked Person".

"**Official Committee**" means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to Section 1102 of the Bankruptcy Code.

"**Operational Advisor**" means Alvarez and Marsal or another nationally-recognized, reputable financial planning and analysis firm reasonably acceptable to the Lenders and engaged by the Borrower pursuant to an engagement letter meeting the requirements set forth in Section 6.13(c). The term "Operational Advisor" shall include any replacement nationally-recognized, reputable financial planning and analysis firm selected by the Borrower and reasonably acceptable to the Lenders so long as the Borrower has provided to the Lenders a replacement engagement letter meeting the requirements set forth in Section 6.13(c) for such engagement letter prior to retaining such replacement Operational Advisor.

"**Organization Documents**" shall mean (a) with respect to any corporation or company, the memorandum, certificate or articles of incorporation, amalgamation, continuance or association, the bylaws and any shareholder(s) agreement applicable to such corporation or company (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, limited partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"**Other Taxes**" shall have the meaning assigned to such term in Section 3.01(b).

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

"**Pension Fund Entities**" shall mean those entities identified on Schedule 1.01(d) hereto.

"**Pension Plan**" shall mean any employee pension benefit plan within the meaning of Section 3(2) of ERISA (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA and in respect of which a Loan Party, any Subsidiary or any of their respective ERISA Affiliates is, or if such plan were terminated would under Section 4069 of ERISA be deemed to be, or within the six year period immediately preceding the date hereof was, a "contributing sponsor" as defined in Section 4001(a)(13) of ERISA or an "employer" as defined in Section 3(5) of ERISA.

"**Petition Date**" shall have the meaning assigned to such term in the recitals to this Agreement.

"**Permits**" shall mean all necessary certificates, licenses, permits, franchises, trade names, certificates of occupancy, consents and other approvals required under applicable Laws for the operation of any Real Property.

"**Permitted Variances**" shall mean any variance from the Approved Budget which would not result in a breach of Section 7.11.

"**Permitted Variance Percentage**" shall mean:

(a) with respect to Section 7.11(a), (i) with respect to the Budget Variance Test Period ending on August 18, 2023, 80%, (ii) with respect to the Budget Variance Test Period ending on August 25, 2023, 85%, and (iii) with respect to each Budget Variance Test Period ending thereafter, 90%; and

(b) with respect to Sections 7.11(b) through (d), (i) with respect to the Budget Variance Test Period ending on August 18, 2023, 120%, (ii) with respect to the Budget Variance Test Period ending on August 25, 2023, 115%, and (iii) with respect to each Budget Variance Test Period ending thereafter, 110%.

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

"**Plan of Reorganization**" shall mean a plan of reorganization in the Chapter 11 Cases.

"**Platform**" shall have the meaning assigned to such term in Section 10.01.

"**Postpetition B-2 Indebtedness**" shall mean Indebtedness (other than Prepetition B-2 Indebtedness) of the Borrower or any Subsidiary outstanding under or secured pursuant to the Postpetition B-2 Loan Documents.

"**Postpetition B-2 Loan Documents**" means the B-2 Term Loan Credit Agreement, the "Loan Documents" under and as defined in the B-2 Term Loan Credit Agreement and all instruments and documents executed at any time in connection therewith.

"**Postpetition B-2 Loans**" means the Postpetition B-2 Obligations in respect of principal of "New Money Postpetition Loans" under, and as defined in, the B-2 Term Loan Credit Agreement and interest, expenses, fees, premium and other sums payable in respect thereof under the Postpetition B-2 Loan Documents.

"**Postpetition B-2 Obligations**" means the "Obligations" as defined in the B-2 Term Loan Credit Agreement (other than Prepetition B-2 Obligations).

"**PPSA**" means the *Personal Property Security Act*, R.S.O 1990, c. P.10; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Canadian Collateral is governed by (i) a Personal Property Security Act as in effect in a Canadian jurisdiction other than Ontario or (ii) the *Civil Code of Québec*, then "PPSA" means the Personal Property Security Act as in effect from time to time in such other jurisdiction or the *Civil Code of Québec*, as applicable, for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority in such Canadian Collateral.

"**Prepetition ABL Agent**" shall mean, as the context may require, Citizens Business Capital (a division of Citizens Asset Finance, Inc., a subsidiary of Citizens, N.A.), in its capacity as administrative agent under the Prepetition ABL Facility Documentation, Citizens Business Capital (a division of Citizens Asset Finance, Inc., a subsidiary of Citizens, N.A.), in its capacity as collateral agent under the Prepetition ABL Facility Documentation.

"**Prepetition ABL Credit Agreement**" shall mean that certain asset-based revolving credit agreement dated as of the February 13, 2014, among the Borrower, YRC Inc., a Delaware corporation, USF Reddaway Inc., an Oregon corporation, USF Holland LLC, a Delaware limited liability company (as successor to USF Holland, Inc., a Michigan corporation) and New Penn Motor Express, LLC, a Delaware limited liability company (as successor to New Penn Motor Express, Inc., a Pennsylvania corporation), the other subsidiaries of the Borrower party thereto, the lenders party thereto and the Prepetition ABL Agent, as amended prior to the Petition Date, provided by lenders who are third party commercial banks or other financial institutions that customarily provide asset based lending credit facilities and other financial institutions consented to by the Administrative Agent (such consent not to be unreasonably withheld or delayed).

"**Prepetition ABL Facility Documentation**" shall mean the Prepetition ABL Credit Agreement and all security agreements, guarantees, pledge agreements and other agreements or instruments executed in connection therewith and including all "Loan Documents" (as defined in the Prepetition ABL Credit Agreement) or similar term.

"**Prepetition ABL Facility Indebtedness**" shall mean Indebtedness of the Borrower or any Subsidiary outstanding under the ABL Facility Documentation, including Bank Product Debt (as defined in the Prepetition ABL Credit Agreement).

"**Prepetition ABL Facility**" shall mean the asset-based revolving credit facility made available to the Borrower and certain of its Subsidiaries pursuant to the Prepetition ABL Credit Agreement.

"**Prepetition ABL Intercreditor Agreement**" shall mean the Amended and Restated Intercreditor Agreement dated as of July 7, 2020, among the Administrative Agent and/or Collateral Agent, the Prepetition ABL Agent, the Prepetition UST Tranche A Agent, the Prepetition UST Tranche B Agent and the Loan Parties, and as the same may be further amended, restated, modified, supplemented, extended, renewed, restructured, waived or replaced from time to time.

"**Prepetition ABL Priority Collateral**" shall have the meaning assigned to the term "ABL Priority Collateral" in the Prepetition ABL Intercreditor Agreement.

"**Prepetition ABL Secured Parties**" shall have the meaning assigned to the term "ABL Secured Parties" in the Prepetition ABL Intercreditor Agreement.

"**Prepetition Agents**" shall mean, collectively, the (a) B-2 Agent, (b) Prepetition ABL Agent, (c) Prepetition UST Tranche A Agent and (d) Prepetition UST Tranche B Agent.

"**Prepetition B-2 Indebtedness**" shall mean Indebtedness of the Borrower or any Subsidiary outstanding under or secured by the Prepetition B-2 Loan Documents.

"**Prepetition B-2 Lenders**" means the "Prepetition B-2 Lenders" as defined in the B-2 Term Loan Credit Agreement.

"**Prepetition B-2 Loan Documents**" means the Prepetition B-2 Term Loan Credit Agreement, the "Loan Documents" under and as defined in the Prepetition B-2 Term Loan Credit Agreement and all instruments and documents executed at any time in connection therewith.

"**Prepetition B-2 Loans**" means the Prepetition B-2 Obligations in respect of principal of "Loans" under, and as defined in, the Prepetition B-2 Term Loan Credit Agreement and interest, expenses, fees, exit fee, premium and other sums payable in respect thereof under the Prepetition B-2 Loan Documents, in each case, prior to the effectiveness of the B-2 Term Loan Credit Agreement Amendment.

"**Prepetition B-2 Obligations**" means the "Obligations" as defined in the Prepetition B-2 Term Loan Credit Agreement.

"**Prepetition B-2 Term Loan Credit Agreement**" means that Amended and Restated Credit Agreement, dated as of September 11, 2019, by and among Borrower, as borrower, the guarantors from time to time party thereto, the B-2 Lenders and the B-2 Agent**,** as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof prior to the effectiveness of the B-2 Term Loan Credit Agreement Amendment.

"**Prepetition Facility Documentation**" shall mean, collectively, the (i) Prepetition B-2 Loan Documents, (ii) Prepetition ABL Facility Documentation, (iii) Prepetition UST Tranche A Facility Documentation and (iv) Prepetition UST Tranche B Facility Documentation.

"**Prepetition Indebtedness**" shall mean, collectively, the (i) Prepetition B-2 Indebtedness, (ii) Prepetition ABL Facility Indebtedness, (iii) Prepetition UST Tranche A Facility Indebtedness and (iv) Prepetition UST Tranche B Facility Indebtedness.

"**Prepetition Lenders**" shall mean, collectively, the (a) Prepetition B-2 Lenders, (b) Prepetition ABL Lenders, (c) Prepetition UST Tranche A Lenders and (d) Prepetition UST Tranche B Lenders.

"**Prepetition Perfection Certificate**" shall mean the Perfection Certificate as of July 7, 2023 delivered by the Borrower pursuant to the Prepetition B-2 Credit Agreement.

"**Prepetition Secured Parties**" shall mean, collectively, the (a) Prepetition Agents and (b) the Prepetition Lenders.

"**Prepetition Senior Secured Claims**" means the Claims and Liens of (a) the B-2 Lenders and B-2 Agent in respect of Prepetition B-2 Obligations, (b) the Prepetition ABL Secured Parties (*provided*, that, the DIP Proceeds Account shall constitute B-2 Priority Collateral and not Prepetition ABL Priority Collateral), and (c) the UST Secured Parties, including, in each case, their respective adequate protection Claims and Liens.

"**Prepetition UST Tranche A Agent**" shall mean, as the context may require, The Bank of New York Mellon, in its capacity as administrative agent and as collateral agent under the Prepetition UST Tranche A Facility Documentation, such agents collectively or any permitted successor or assignee administrative agent or collateral agent under the Prepetition UST Tranche A Facility Documentation.

"**Prepetition UST Tranche A Controlled Account**" shall have the meaning assigned to the term "UST Tranche A Controlled Account" in the Prepetition UST Tranche A Credit Agreement (as in effect as of the date hereof).

"**Prepetition UST Tranche A Credit Agreement**" shall mean that certain Prepetition UST Tranche A Term Loan Credit Agreement dated as of July 7, 2020, among the Borrower, the other subsidiaries of the Borrower party thereto, the lenders party thereto and the Prepetition UST Tranche A Agent, and as the same may have been further amended, restated, modified, supplemented, extended, renewed, restructured, refunded, replaced or refinanced from time to time prior to the Petition Date.

"**Prepetition UST Tranche A Facility Documentation**" shall mean the Prepetition UST Tranche A Credit Agreement and all security agreements, guarantees, pledge agreements and other agreements or instruments executed in connection therewith and including all "Loan Documents" (as defined in the Prepetition UST Tranche A Credit Agreement) or similar term.

"**Prepetition UST Tranche A Facility Indebtedness**" shall mean Indebtedness of the Borrower or any Subsidiary outstanding under or secured by the Prepetition UST Tranche A Facility Documentation.

"**Prepetition UST Tranche A Facility**" shall mean the credit facility made available to the Borrower pursuant to the Prepetition UST Tranche A Credit Agreement.

"**Prepetition UST Tranche A Only Collateral**" shall mean the Prepetition UST Tranche A Controlled Account and all Money (as defined in the UCC) and all cash, checks, other negotiable instruments, funds and other evidences of loan proceeds properly held therein. As of the Closing Date, the aggregate amount held in the Prepetition UST Tranche A Controlled Account was $0.

"**Prepetition UST Tranche A Secured Parties**" shall have the meaning assigned to the term "UST Tranche A Secured Parties" in the Prepetition ABL Intercreditor Agreement.

"**Prepetition UST Tranche B Agent**" shall mean, as the context may require, The Bank of New York Mellon, in its capacity as administrative agent and as collateral agent under the Prepetition UST Tranche B Facility Documentation, such agents collectively or any permitted successor or assignee administrative agent or collateral agent under the Prepetition UST Tranche B Facility Documentation.

"**Prepetition UST Tranche B Controlled Account**" shall have the meaning assigned to the term "UST Tranche B Controlled Account" in the Prepetition UST Tranche B Credit Agreement (as in effect as of the date hereof).

"**Prepetition UST Tranche B Credit Agreement**" shall mean that certain Prepetition UST Tranche B Term Loan Credit Agreement dated as of July 7, 2020, among the Borrower, the other subsidiaries of the Borrower party thereto, the lenders party thereto and the Prepetition UST B Agent, and as the same may have been further amended, restated, modified, supplemented, extended, renewed, restructured, refunded, replaced or refinanced from time to time prior to the Petition Date.

"**Prepetition UST Tranche B Facility Documentation**" shall mean the Prepetition UST Tranche B Credit Agreement and all security agreements, guarantees, pledge agreements and other agreements or

instruments executed in connection therewith and including all "Loan Documents" (as defined in the Prepetition UST Tranche B Credit Agreement) or similar term.

"**Prepetition UST Tranche B Facility Indebtedness**" shall mean Indebtedness of the Borrower or any Subsidiary outstanding under or secured by the Prepetition UST Tranche B Facility Documentation.

"**Prepetition UST Tranche B Facility**" shall mean the credit facility made available to the Borrower pursuant to the Prepetition UST Tranche B Credit Agreement.

"**Prepetition UST Tranche B Joint Account**" shall have the meaning assigned to the term "UST Tranche B Joint Account" in the Prepetition ABL Intercreditor Agreement.

"**Prepetition UST Tranche B Joint Collateral**" shall have the meaning assigned to the term "UST Tranche B Joint Collateral" in the Prepetition ABL Intercreditor Agreement.

"**Prepetition UST Tranche B Only Collateral**" shall mean the Prepetition UST Tranche B Controlled Account and all Money (as defined in the UCC) and all cash, checks, other negotiable instruments, funds and other evidences of loan proceeds properly held therein. As of the Closing Date, the aggregate amount held in the Prepetition UST Tranche A Controlled Account was $0.

"**Prepetition UST Tranche B Priority Collateral**" shall have the meaning assigned to the term "UST Tranche B Priority Collateral" in the Prepetition ABL Intercreditor Agreement.

"**Prepetition UST Tranche B Secured Parties**" shall have the meaning assigned to the term "UST Tranche B Secured Parties" the Prepetition ABL Intercreditor Agreement.

"**Prime Rate**" shall mean, as of any day, the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as reasonably determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as reasonably determined by the Administrative Agent).

"**Pro Rata Share**" shall mean, with respect to each Lender at any time a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Commitments (or, if Commitments have been terminated, the principal amount of the Loans) under the applicable Facility or Facilities of such Lender at such time and the denominator of which is the amount of the aggregate Commitments (or, if the Commitments have been terminated, the principal amount of the Loans) under the applicable Facility or Facilities at such time.

"**Public Lender**" shall have the meaning assigned to such term in Section 10.01.

"**Qualified Equity Interests**" shall mean any Equity Interests that are not Disqualified Equity Interests.

"**Real Property**" shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned or leased by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles, intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

"**Register**" shall have the meaning assigned to such term in Section 10.04(c).

"**Regulation T**" shall mean Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation U**" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Related Fund**" shall mean, with respect to any Lender that is a fund or commingled investment vehicle that invests in loans, any other fund that invests in loans and is managed or advised by the same investment advisor/manager as such Lender or by an Affiliate of such investment advisor/manager.

"**Related Parties**" shall mean, with respect to any specified Person, such Person's Affiliates and the respective directors, trustees, officers, fiduciaries, employees, agents and advisors, attorneys and representatives of such Person and such Person's Affiliates.

"**Release**" shall mean any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or from, within or upon any vessel, vehicle, building, structure, facility or fixture.

"**Reportable Event**" shall mean any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the thirty (30) day notice period has been waived with respect to a Pension Plan.

"**Request for Credit Extension**" shall mean a request by the Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit C, or such other form as shall be approved by the Administrative Agent.

"**Responsible Officer**" shall mean the chief executive officer, president, vice president, chief financial officer, treasurer, assistant treasurer, director of treasury or other similar officer of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of such Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed by the recipient of such document to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed by the recipient of such document to have acted on behalf of such Loan Party.

"**Restricted Payment**" shall mean (i) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of 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, defeasance, acquisition, cancellation or termination of any such Equity Interest of the Borrower or any Subsidiary, or on account of any return of capital to the Borrower's or a Subsidiary's stockholders, partners or members (or the equivalent Persons thereof) and (ii) any payment to any board member of any Loan Party or any Subsidiary thereof.

"**Rolling Stock**" shall mean any vehicles, tractors, trucks, trailers, tank trailer and other trailers, or similar vehicles and trailers, railroad cars, locomotives, stacktrains and other rolling stock and accessories used on such railroad cars, locomotives or other rolling stock (including superstructures and racks).

"**S&P**" shall mean Standard & Poor's Ratings Service, or any successor thereto.

"**SEC**" shall mean the Securities and Exchange Commission or any Governmental Authority that is the successor thereto.

"**Second Day Orders**" shall mean all "second day orders" with respect to the Chapter 11 Cases in form and substance satisfactory to the Lenders (and with respect to any provisions that affect the rights or duties of any Agent, such Agent), as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of the Lenders (and with respect to amendments, modifications or supplements that affect the rights or duties of any Agent, such Agent).

"**Secured Parties**" shall have the meaning assigned to such term in Section 13.04.

"**Securities Account**" as defined in the UCC or the PPSA, as applicable.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**Senior ICA Provisions**" means paragraphs 9(b) through 9(d) of the Interim Order and the corresponding provisions in the Final Order.

"**Specified Rolling Stock**" shall mean all Rolling Stock that does not constitute Prepetition UST Tranche B Priority Collateral. For the avoidance of doubt, Prepetition UST Tranche B Joint Collateral shall be Specified Rolling Stock.

"**Subsidiary**" of a Person shall mean a corporation, partnership, joint venture, limited liability company or other business entity of which (i) a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned or (ii) the management of which is otherwise Controlled, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "**Subsidiary**" or to "**Subsidiaries**" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"**Swap Contract**" shall mean (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

"**Swap Termination Value**" shall mean, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"**Taxes**" shall have the meaning assigned to such term in Section 3.01(a).

"**Term Borrowing**" shall mean a Borrowing comprised of Term Loans.

"**Term Lender**" shall mean (i) a Lender with an Initial Term Loan Commitment or an outstanding Initial Term Loan and (ii) a Lender with a Delayed Draw Term Commitment or an outstanding Delayed Draw Term Loan.

"**Term Loans**" shall mean the Initial Term Loans or the Delayed Draw Term Loans, as the context may require.

"**Term Note**" shall mean a promissory note of the Borrower payable to any Term Lender or its registered assigns, in substantially the form of Exhibit J hereto, evidencing the aggregate Indebtedness of the Borrower to such Term Lender resulting from the Term Loans made by such Term Lender.

"**Threshold Amount**" shall mean $10,000,000.

"**Transaction Expenses**" shall mean any costs, fees or expenses incurred or paid by the Borrower or any of its Subsidiaries in connection with the Transactions described in clause (a) of the definition of such term.

"**Transactions**" shall mean, collectively, (a) the execution and delivery by the Loan Parties of the Loan Documents to which they are a party and the making of the Borrowings hereunder and the consummation of any other transaction in connection with the foregoing and (b) the payment of the Transaction Expenses.

"**Transferred Guarantor**" shall have the meaning specified in Section 11.10.

"**Treasury**" means the United States Department of the Treasury.

"**Unaudited Financial Statements**" shall mean the unaudited consolidated balance sheets and related statements of operations and cash flows of the Borrower and its consolidated Subsidiaries as at the end of and for the fiscal quarter ended March 31, 2023.

"**Unencumbered Assets**" shall have the meaning specified in Section 5.21(d).

"**Uniform Commercial Code**" or "**UCC**" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"**United States**" and "**U.S.**" mean the United States of America.

"**United States Tax Compliance Certificate**" shall have the meaning assigned to such term in Section 3.01(d).

"**USA PATRIOT Act**" shall mean The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

"**UST Adequate Protection Order**" means the interim order attached hereto as Exhibit D, as the same may be amended, modified or supplemented from time to time with the express written joinder or

consent of the Lenders (and with respect to amendments, modifications or supplements that affect the rights or duties of any Agent, such Agent) or, upon entry thereof by the Bankruptcy Court, the final order approving the interim order attached hereto as Exhibit H.

"**UST Adequate Protection Payments**" shall mean adequate protection payments expressly set forth in the UST Adequate Protection Order.

"**UST Secured Parties**" shall mean, collectively, the Prepetition UST Tranche A Secured Parties and the Prepetition UST Tranche B Secured Parties.

"**wholly owned**" shall mean, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director's qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly owned Subsidiaries of such Person.

"**Withdrawal Liability**" shall mean 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.

Section 1.02. *Other Interpretive Provisions.* With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(iii) The term "including" is by way of example and not limitation.

(c) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including."

(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) All references to "knowledge" or "awareness" of any Loan Party or a Subsidiary thereof means the actual knowledge of a Responsible Officer of a Loan Party or such Subsidiary.

(g) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(h) The word "or" is not exclusive.

(i) The usage of the term "written" includes electronic messages, including e-mail.

(j) Any reference herein or in any other Loan Document to (i) a transfer, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company, as if it were a transfer, assignment, sale or transfer, or similar term, as applicable, to a separate Person, and (ii) a merger, consolidation, amalgamation or consolidation, or similar term, shall be deemed to apply to the unwinding of such a division or allocation, as if it were a merger, consolidation, amalgamation or consolidation or similar term, as applicable, with a separate Person.

Section 1.03. *Certifications.* All certifications to be made hereunder by an officer or representative of a Loan Party shall be made by such a Person in his or her capacity solely as an officer or representative of such Loan Party, on such Loan Party's behalf and not in such Person's individual capacity.

Section 1.04. *Accounting Terms.* All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, except as otherwise specifically prescribed herein or therein.

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. *References to Agreements, Laws, Etc.* Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements, replacements, extensions, renewals, refinancings, restructurings and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements, replacements, extensions, renewals, refinancings, restructurings and other modifications are not prohibited by hereby; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

Section 1.07. *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 1.08. *Timing of Payment or Performance.* Except as otherwise expressly provided herein, 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 or performance shall extend to the immediately succeeding Business Day.

Section 1.09. *Certain Accounting Matters.* Notwithstanding any other provision contained herein or in any other Loan Document, 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, (a) without giving effect to any election under Statement of Financial Accounting Standards 159 or 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 of its Subsidiaries at "fair value", as defined therein; and (b) without giving effect to any treatment of

Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 and/or Statement of Financial Accounting Standards 150 (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. Furthermore, unless the Borrower elects otherwise, notwithstanding any other provision contained herein or in any other Loan Document, for all purposes under this Agreement and the other Loan Documents, including negative covenants, financials covenants and component definitions, operating leases and Capitalized Leases will be deemed to be treated in a manner consistent with their current treatment under GAAP as in effect on December 31, 2018, notwithstanding any modifications or interpretive changes thereto that may occur thereafter. For the avoidance of doubt, the principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with GAAP, except as expressly set forth in clauses (a) and (b) of this Section 1.11.

Section 1.10. *Classification of Loans and Borrowings.* For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Initial Term Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Initial Term Borrowing").

Section 1.11. *Currency Equivalents Generally*. For purposes of determining compliance with Sections 7.01, 7.02, 7.03, 7.05, 7.06, 7.08, 7.09 and 7.13 with respect to any amount of Indebtedness, Lien, Asset Sale, Restricted Payment, Capital Expenditure, affiliate transaction, Contractual Obligation, prepayment of Indebtedness or Investment in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Indebtedness or Investment is incurred (so long as such Indebtedness or Investment, at the time incurred, made or acquired, was permitted hereunder) and once incurred or made, the amount of such Indebtedness, Lien, Asset Sale, Restricted Payment, Capital Expenditure, affiliate transaction, Contractual Obligation, prepayment of Indebtedness or Investment, shall be always deemed to be at the Dollar amount on such date, regardless of later changes in currency exchange rates.

Section 1.12. *Québec Matters.* For purposes of any assets, liabilities or entities located in the Province of Québec and for all other purposes pursuant to which the interpretation or construction of this Agreement or any other Loan Document may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) "personal property" shall include "movable property", (b) "real property" or "real estate" shall include "immovable property", (c) "tangible property" shall include "corporeal property", (d) "intangible property" shall include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall include a "hypothec", "right of retention", "prior claim", "reservation of ownership" and a resolutory clause, (f) all references to filing, perfection, priority, remedies, registering or recording under the Uniform Commercial Code or a PPSA shall include publication under the Civil Code of Québec, (g) all references to "perfection" of or "perfected" liens or security interest shall include a reference to an "opposable" or "set up" hypothec as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall include a "right of compensation", (i) "goods" shall include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall include a "mandatary", (k) "construction liens" or "mechanics, materialmen, repairmen, construction contractors or other like Liens" shall include "legal hypothecs" and "legal hypothecs in favour of persons having taken part in the construction or renovation of an immovable", (l) "joint and several" shall include "solidary", (m) "gross negligence or wilful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall include "ownership on behalf of another as mandatary", (o) "easement" shall include "servitude", (p) "priority" shall include "rank" or "prior claim", as applicable (q) "survey" shall include "certificate of location and plan", (r) "state" shall include "province", (s) "fee simple title" shall include "absolute ownership" and "ownership" (including ownership

under a right of superficies), (t) "accounts" shall include "claims", (u) "legal title" shall be including "holding title on behalf of an owner as mandatary or prete-nom", (v) "ground lease" shall include "emphyteusis" or a "lease with a right of superficies, as applicable, (w) "leasehold interest" shall include "rights resulting from a lease", (x) "lease" shall include a "leasing contract" and (y) "foreclosure" shall include "the exercise of hypothecary recourse", and (z) "guarantee" and "guarantor" shall include "suretyship" and "surety", respectively. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement.*

ARTICLE 2
THE CREDITS

Section 2.01. *Term Loan Commitments*.

(a) (i) Subject to the terms and conditions set forth in the DIP Order and DIP Term Sheet, each Lender made, on the Closing Date, a Closing Date Loan to the Borrower in an aggregate amount not exceeding such Lender's Closing Date Commitment pursuant to the terms of the DIP Term Sheet, and each such Closing Date Loan is now deemed made hereunder as of such date. The aggregate amount of the Closing Date Loan made on the Closing Date and deemed made hereunder is $17,894,736.84. The Closing Date Commitments were terminated as of the funding of the Closing Date Loan on the Closing Date.

(ii) Subject to the terms and conditions set forth herein and in the DIP Order, each Lender severally agrees to make to the Borrower, on the Effective Date, an Effective Date Loan in an aggregate amount not to exceed the amount of such Lender's Effective Date Commitment as indicated next to such Lender's name on Appendix B. The aggregate amount of the Effective Date Loan to be made on the Effective Date is $11,184,210.53. The Effective Date Commitments shall terminate automatically immediately after the making of the Effective Date Loan on the Effective Date.

(iii) Subject to the terms and conditions set forth herein and in the DIP Order, each Lender severally agrees to make to the Borrower, on the Final Order Entry Date, a Final Loan in an aggregate amount not to exceed the amount of such Lender's Final Commitment as indicated next to such Lender's name on Appendix C. The aggregate amount of the Final Loan to be made on the Final Order Entry Date is $13,421,052.63. The Final Commitments shall terminate automatically immediately after the making of the Final Loan on the Final Order Entry Date.

(b) Subject to the terms and conditions set forth herein, each Delayed Draw Term Lender severally agrees to make to the Borrower at any time during the Delayed Draw Term Loan Availability Period one or more loans in an aggregate amount not to exceed the amount of such Delayed Term Lender's Delayed Draw Commitment as indicated next to such Lender's name on Appendix D (*provided*, that (x) the amount of the Delayed Draw Term Loans requested by the Borrower at any time shall not exceed the aggregate amount of unfunded Delayed Draw Term Commitments at such time and (y) no more than three (3) Borrowings of Delayed Draw Term Loans shall be permitted hereunder unless the Term Lenders holding the Delayed Draw Term Commitments otherwise consent).

(c) The Initial Term Loans and the Delayed Draw Term Loans are sometimes referred to individually as a "Term Loan" and together as the "Term Loans".

(d) Closing Date Loans, Effective Date Loans, Final Loans and Delayed Draw Term Loans which are repaid or prepaid may not be reborrowed. All Term Loans and all other amounts owed hereunder and under any of Loan Document with respect to the Term Loans shall be paid in full in cash not later than the Maturity Date; *provided* that no prepayment, repayment, repurchase, or exchange of borrowings under the Junior DIP Facility shall occur until all B-2 Obligations have first been indefeasibly paid in full in cash and any such prepayment, repayment, repurchase or exchange shall otherwise be consistent with the priorities for liens and claims securing the Junior DIP Facility as set forth in the DIP Order and the Canadian DIP Recognition Order.

Section 2.02. *Loans*.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their applicable Commitments*; provided, however*, that the failure of any Lender to make any Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender).

(b) The Borrower may only request Effective Date Loans in an aggregate principal amount not to exceed the Effective Date Commitment. The Borrower may only request Final Loans in an aggregate principal amount not to exceed the Final Commitment. The Borrower may only request Delayed Draw Term Loans in an aggregate principal amount not to exceed the Delayed Draw Term Commitment.

(c) Each Borrowing of Delayed Draw Term Loans shall be comprised entirely of ABR Loans.

(d) Each Lender shall make (i) each remaining Initial Term Loan to be made by it hereunder on the Effective Date and/or the Final Order Entry Date, as applicable, and (ii) each Delayed Draw Term Loan to be made by it hereunder on each Delayed Draw Term Loan Borrowing Date by wire transfer of immediately available funds to the Administrative Agent's Office not later than 1:00 p.m., New York City time, and upon receipt of all requested funds the Administrative Agent shall promptly credit the amounts so received to the DIP Proceeds Account.

(e) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with paragraph (d) above and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If the Administrative Agent shall have so made funds available then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower to but excluding the date such amount is repaid to the Administrative Agent at (i) in the case of the Borrower, a rate per annum equal to the interest rate applicable at the time to the Loans comprising such Borrowing, and (ii) in the case of such Lender, a rate determined by the Administrative Agent to represent its cost of overnight or short-term funds (which determination shall be conclusive absent manifest error). If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement.

Section 2.03. *Borrowing Procedure.* In order to request a Borrowing, the Borrower shall notify the Administrative Agent of such request in writing not later than 1:00 p.m., New York City time, two (2) Business Days before such proposed Borrowing. Each such Request for Credit Extension shall be irrevocable (but may be conditioned upon the prepayment of indebtedness or the consummation of a

specified transaction) and shall specify the following information: (i) the Class of Loans to be borrowed; (ii) the date of such Borrowing (which shall be a Business Day); (iii) the wire instructions for the DIP Proceeds Account to which such funds shall be delivered and (iv) the amount of such Borrowing; *provided, however*, that, notwithstanding any contrary specification in any Request for Credit Extension, each requested Borrowing shall comply with the requirements set forth in Section 2.02 and shall be subject to satisfaction (or waiver) of the conditions precedent set forth in Section 4.01 or Section 4.02, as applicable. The Administrative Agent shall promptly advise the applicable Lenders of any notice given pursuant to this Section 2.03 (and the contents thereof), and of each Lender's portion of the requested Borrowing.

Section 2.04. *Evidence of Debt; Repayment of Loans*.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the principal amount of each Term Loan of such Lender as provided in Section 2.11.

(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 from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain accounts in which it will record (i) the amount of each Loan made hereunder and the Class thereof, (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 from the Borrower or any Guarantor and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraphs (b) and (c) above shall be prima facie evidence of the existence and amounts of the obligations therein recorded; *provided, however*, that (i) the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of the Borrower to repay the Loans in accordance with their terms and (ii) in the event of any conflict between the accounts set forth in paragraphs (b) and (c) above, the amounts set forth in the accounts maintained pursuant to paragraph (c) shall prevail.

(e) Any Lender may request that Loans made by it hereunder be evidenced by a Term Note or a Delayed Draw Term Note, as applicable. In such event, the Borrower shall promptly execute and deliver to such Lender a Term Note or a Delayed Draw Term Note, as applicable, payable to such Lender. Notwithstanding any other provision of this Agreement, in the event any Lender shall request and receive a Term Note or a Delayed Draw Term Note, as applicable, the interests represented by such Term Note or Delayed Draw Term Note, as applicable, shall at all times be represented by one or more promissory notes payable to the payee named therein, unless such Term Note or Delayed Draw Term Note, as applicable, is duly cancelled.

(f) This Section 2.04 shall at all times be interpreted and administered in such a way that the Term Notes or the Delayed Draw Term Notes, as applicable, will be issued in "registered form" within the meaning of Treasury Regulation Section 5f.163-1(a).

Section 2.05. *Fees*.

(a) The Borrower agrees to pay to (i) the Agents, for their own account, the administrative agent and collateral agent fees applicable to the Facilities payable in the amounts and at the times agreed upon between the Borrower and the Administrative Agent as set forth in the Agency Fee Letter, (ii) the

Administrative Agent, for the account of the Lenders according to each Lender's Pro Rata Share of the Initial Term Loans, a fee (the "**Closing Fee**") to be fully earned as of the Closing Date and due and payable on the Maturity Date in an amount equal to 4.00% of the aggregate amount of Initial Term Commitments as of the Closing Date prior to the making of the Closing Date Loans and (iii) the Lenders, according to such Lender's Pro Rata Share of the Delayed Draw Term Loans, an exit fee (the "**DDTL Exit Fee**"), to be earned, due and payable on the Exit Date, equal to 7.50% per annum multiplied by the aggregate amount of Delayed Draw Term Loans drawn hereunder (the fees pursuant to the foregoing subclauses (i), (ii) and (iii) of this clause (a), the "**Fees**").

(b) All Fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent; provided that the Closing Fee shall payable on the Maturity Date only if the B-2 Obligations shall have been indefeasibly paid in full in cash prior to the payment of such Closing Fee. Once paid, none of the Fees shall be refundable under any circumstances.

Section 2.06. *Interest on Loans*.

(a) Subject to the provisions of Section 2.07, (i) the Delayed Draw Term Loans shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, and calculated from and including the date of such Borrowing to but excluding the date of repayment thereof) at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin and (ii) the Initial Term Loans shall bear interest at a rate per annum equal to 15.00%. For the avoidance of doubt, no date of payment shall be included in the calculation of fees or interest.

(b) [Reserved].

(c) Interest on each Loan shall be payable in cash on the Interest Payment Dates applicable to such Loan except as otherwise provided in this Agreement. The applicable Alternate Base Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.07. *Default Interest.* Automatically from and after the occurrence and during the continuance of an Event of Default, the principal amount of all Loans outstanding and, to the extent permitted by applicable law, any interest payments on the Loans or any fees or other amounts owed hereunder, shall thereafter, after as well as before judgment, bear interest (including post-petition interest in any proceeding under Debtor Relief Laws) payable on written demand at a rate that is 2.0% per annum in excess of the interest rate otherwise payable hereunder with respect to the applicable Loans (or, in the case of any such fees and other amounts, at a rate which is 2.0% per annum in excess of the interest rate otherwise payable hereunder).

Section 2.08. *[Reserved]*.

Section 2.09. *[Reserved]*.

Section 2.10. *[Reserved]*.

Section 2.11. *Repayment of Term Borrowings*. Subject to the Senior ICA Provisions and the terms and priorities set forth in the DIP Order, the Borrower shall repay to the Administrative Agent, for the ratable account of the Term Lenders on the Maturity Date, the aggregate principal amount of all Term Loans outstanding on such date, together with all accrued and unpaid interest on the principal amount to be paid (to, but excluding, the date of such payment) and all fees and expenses payable under the Loan Documents and other outstanding Obligations, after the B-2 Obligations have been indefeasibly paid in full in cash. All repayments pursuant to this Section 2.11 shall be without premium or penalty.

Section 2.12. *Voluntary Prepayment; Termination or Reduction of Commitments*.

(a) Subject to the Senior ICA Provisions and the terms and priorities set forth in the DIP Order, the Borrower shall have the right at any time to prepay the Term Loans in full or in part, in each case without premium or penalty, after the B-2 Obligations have been indefeasibly paid in full in cash. The Borrower shall provide written (email) notice to the Administrative Agent of such prepayment at least one (1) Business Day prior to the date of prepayment, before 1:00 p.m., New York City time.

(b) Such notice of prepayment shall specify the prepayment date, shall be irrevocable and shall specify the principal amount of the Term Loans (or portion thereof) to be prepaid on the date stated therein; *provided*, *however*, that a notice of prepayment delivered by the Borrower may state that such notice is conditioned upon the consummation of a sale transaction or any other specified event, 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. All prepayments under this Section 2.12 shall be without premium or penalty. All prepayments under this Section 2.12 shall be accompanied by all accrued and unpaid interest on the principal amount to be prepaid to but excluding the date of payment and all fees, expenses and other outstanding Obligations.

(c) The Borrower may, upon written notice to the Administrative Agent, terminate any unused Delayed Draw Term Commitments, or from time to time permanently reduce the unused Delayed Draw Term Commitments, in each case without premium or penalty. The Borrower shall provide written (email) notice to the Administrative Agent of its election to terminate the unused Delayed Draw Term Commitments at least one (1) Business Day prior to the date of such termination, before 1:00 p.m., New York City time.

Section 2.13. *[Reserved]*.

Section 2.14. *Pro Rata Treatment.* Each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans, each reduction of the Term Loan Commitments shall be allocated pro rata among the Lenders of the applicable Class in accordance with their respective applicable Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans); *provided* that the provisions of this Section 2.14 shall not be construed to apply to any payment made by the Borrower required to be made on a non pro rata basis pursuant to and in accordance with the express terms of this Agreement as in effect as of the date of this Agreement. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole Dollar amount.

Section 2.15. *Sharing of Setoffs.* Each Lender agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against the Borrower or any other Loan Party, or pursuant to a secured claim under Section 506 of Title 11 of the United States Code or other security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable Debtor Relief Laws or other similar law or otherwise, or by any other means, obtain payment (voluntary or involuntary) in respect of any Loan or Loans as a result of which the unpaid principal portion of its Loans shall be proportionately less than the unpaid principal portion of the Loans of any other Lender, it shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in the Loans of such other Lender, so that the aggregate unpaid principal amount of the Loans and participations in Loans held by each Lender shall be in the same proportion to the aggregate unpaid principal amount of all Loans then outstanding as the principal amount of its Loans prior to such exercise of banker's lien, setoff or counterclaim or other event was to the principal amount of all Loans outstanding prior to such exercise of banker's lien, setoff or counterclaim or other

event; *provided, however*, that (i) if any such purchase or purchases or adjustments shall be made pursuant to this Section 2.15 and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest, and (ii) the provisions of this Section 2.15 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 in accordance with the terms herein. The Borrower expressly consents to the foregoing arrangements and agrees that any Lender holding a participation in a Loan deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by the Borrower to such Lender by reason thereof as fully as if such Lender had made a Loan directly to the Borrower in the amount of such participation.

Section 2.16. *Payments*.

(a) The Borrower shall make each payment (including principal of or interest on any Borrowing or any Fees or other amounts due and payable) hereunder and under any other Loan Document not later than 2:00 p.m., New York City time, on the date when due in immediately available Dollars, without setoff, defense 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. Each such payment shall be made to the Administrative Agent at the Administrative Agent's Office. Subject to the Senior ICA Provisions, the Administrative Agent shall promptly distribute to each Lender any payments received by the Administrative Agent on behalf of such Lender.

(b) Except as otherwise expressly provided herein, whenever any payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

Section 2.17. *Currency Indemnity.* If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the "**Judgment Currency")** any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the "**Currency Due"),** then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which the Lenders are able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in New York**.** In the event that there is a change in the rate of exchange prevailing between the Business Day immediately preceding the day on which the judgment is given and the date of receipt by the Administrative Agent of the amount due, the Borrower shall, on the date of receipt by the Administrative Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Administrative Agent on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Administrative Agent is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the Lenders are so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower shall indemnify and save the Administrative Agent and the Lenders harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the

Administrative Agent from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

ARTICLE 3
TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY

Section 3.01. *Taxes*.

(a) Except as provided in this Section 3.01, any and all payments made by or on account of the Borrower or any Guarantor under any Loan Document to any Lender or Agent shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, assessments, withholdings (including backup withholding), fees or similar charges imposed by any Governmental Authority including interest, penalties and additions to tax (collectively "**Taxes**"), excluding (i) Taxes imposed on or measured by net income, however denominated, and franchise (and similar) Taxes imposed on such Lender or Agent in lieu of net income Taxes, (ii) Taxes attributable to the failure by the relevant Lender or Agent to deliver the documentation required to be delivered pursuant to clause (d) of this Section 3.01, (iii) Taxes imposed by a jurisdiction as a result of any connection between such Lender or Agent and such jurisdiction other than any connection arising from executing, delivering, being a party to, engaging in any transactions pursuant to, performing its obligations under, or enforcing any Loan Document, (iv) any branch profits Taxes imposed by the United States or any similar Tax imposed by any other jurisdiction in which the Borrower or any Guarantor (as appropriate) is located, (v) any U.S. federal withholding tax imposed on amounts payable hereunder pursuant to a law in effect at such time the Lender or Agent becomes a party to this Agreement or designates a new lending office, except in each case to the extent 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 with respect to such withholding tax pursuant to this Section 3.01(a) and (vi) any withholding Tax imposed under FATCA (all such non-excluded Taxes imposed on such payments, being hereinafter referred to as "**Indemnified Taxes**"). If the Borrower, any Guarantor or other applicable withholding agent shall be required by any Laws to deduct or withhold any Indemnified Taxes or Other Taxes (as defined below) from or in respect of any sum payable under any Loan Document to any Agent or any Lender, (i) the sum payable by the Borrower or Guarantor shall be increased as necessary so that after making all required deductions or withholding (including deductions and withholdings applicable to additional sums payable under this Section 3.01), such Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent shall make such deductions or withholdings, (iii) the applicable withholding agent shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Laws, and (iv) within thirty (30) days after the date of such payment (or, if receipts or evidence are not available within thirty (30) days, as soon as possible thereafter), if the Borrower or any Guarantor is the applicable withholding agent, the applicable withholding agent shall furnish to such Agent or Lender (as the case may be) the original or a copy of a receipt evidencing payment thereof or other evidence acceptable to such Agent or Lender.

(b) In addition, the Borrower agrees to pay any and all present or future stamp, court or documentary taxes and any other intangible recording taxes, or charges or levies of the same character, imposed by any Governmental Authority, which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document (including additions to tax, penalties and interest related thereto) excluding, in each case, such amounts that result from an Agent's or Lender's transfer or assignment to or designation of a new applicable lending office or other office for receiving payments under any Loan Document (collectively, "**Assignment Taxes**") except for Assignment Taxes resulting from any assignment or

participation that is requested or required in writing by the Borrower (all such non-excluded taxes described in this Section 3.01(b) being hereinafter referred to as "**Other Taxes**").

(c) Without duplication of Section 3.01(a) or (b), the Borrower and each Guarantor agree to indemnify each Agent and each Lender for (i) the full amount of Indemnified Taxes and Other Taxes paid by such Agent or Lender (including Indemnified Taxes and Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01(c)) and (ii) any reasonable expenses arising therefrom or with respect thereto, *provided* such Agent or Lender, as the case may be, provides Borrower or Guarantor with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts.

(d) Each Lender and Agent shall, at such times as are reasonably requested by the Borrower or the Administrative Agent, provide the Borrower and the Administrative Agent with any documentation prescribed by Law or reasonably requested by the Borrower or the Administrative Agent certifying as to any entitlement of such Lender or Agent to an exemption from, or reduction in, withholding tax with respect to any payments to be made to such Lender under the Loan Documents. Each such Lender and Agent shall, whenever a lapse in time or change in circumstances renders such documentation obsolete or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify the Borrower and the Administrative Agent of its inability to do so. Unless the applicable withholding agent has received forms or other documents reasonably satisfactory to it indicating that payments under any Loan Document to or for a Lender are not subject to withholding tax or are subject to such Tax at a rate reduced by an applicable tax treaty, the Borrower, the Administrative Agent or other applicable withholding agent shall withhold amounts required to be withheld by applicable Law from such payments at the applicable statutory rate. Notwithstanding the foregoing, a Lender shall not be required to deliver any form pursuant to this clause (d) (other than such documentation set forth in Sections 3.01(d)(i), 3.01(d)(ii) and 3.01(g)) that such Lender is not legally able to deliver. In addition, each Lender and Agent shall deliver to the Borrower and the Administrative Agent such other tax forms or other documents as shall be prescribed by applicable 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 or Agent is subject to backup withholding or information reporting requirements. Without limiting the foregoing:

(i) Each Lender and Agent that is a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) two properly completed and duly signed executed copies of Internal Revenue Service Form W-9 certifying that such Lender or Agent (as the case may be) is exempt from federal backup withholding.

(ii) Each Lender and Agent that is not a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent) whichever of the following is applicable:

(A) two properly completed and duly signed executed copies of Internal Revenue Service Form W-8BEN or Internal Revenue Service Form W-8BEN-E (or any successor forms) claiming eligibility for the benefits of an income tax treaty to which the United States is a party, and such other documentation as required under the Code,

(B) two properly completed and duly signed executed copies of Internal Revenue Service Form W-8ECI (or any successor forms) and, in the case of an Agent, a withholding certificate that satisfies the requirements of Treasury Regulation Sections 1.1441-1(b)(2)(iv) and 1.1441-1(e) (3)(v) as applicable to a U.S. branch that has agreed to be treated as a U.S. person for withholding tax purposes(C) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (A) a certificate substantially in the form of Exhibit G-1, G-2, G-3 or G-4, as applicable (any such certificate a "**United States Tax Compliance Certificate**") and (B) two properly completed and duly signed executed copies of Internal Revenue Service Form W-8BEN or Internal Revenue Service Form W-8BEN-E, or

(C) to the extent a Lender is not the beneficial owner (for example, where the Lender is a partnership, or is a participant holding a participation granted by a participating Lender), Internal Revenue Service Form W-8IMY (or any successor forms) of the Lender, accompanied by an Internal Revenue Service Form W-8ECI, W-8BEN, W-8BEN-E, United States Tax Compliance Certificate, Internal Revenue Service Form W-9, Internal Revenue Service Form W-8IMY or any other required information from each beneficial owner, as applicable (*provided* that, if one or more beneficial owners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Lender on behalf of such beneficial owner). Each Lender and Agent shall deliver to the Borrower and the Administrative Agent two further executed copies of any previously delivered form or certification (or any applicable successor form) on or before the date that any such form or certification expires or becomes obsolete or inaccurate and promptly after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Borrower or the Administrative Agent, or promptly notify the Borrower and the Administrative Agent that it is unable to do so. Each Lender and Agent shall promptly notify the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered form or certification to the Borrower or the Administrative Agent.

(e) Any Lender or Agent claiming any additional amounts payable pursuant to this Section 3.01 shall use its reasonable efforts to change the jurisdiction of its lending office (or take any other measures reasonably requested by the Borrower) if such a change or other measures would reduce any such additional amounts (or any similar amount that may thereafter accrue) and would not, in the reasonable, good faith determination of such Lender, result in any unreimbursed cost or expense or be otherwise materially disadvantageous to such Lender.

(f) If any Lender or Agent determines, in its reasonable, good faith discretion, that it has received a refund in respect of any Taxes as to which indemnification or additional amounts have been paid to it by the Borrower pursuant to this Section 3.01 (including by payment of additional amounts pursuant to this Section 3.01) it shall promptly remit such refund to the Borrower or Guarantor, net of all out-of-pocket expenses of the Lender or Agent, as the case may be and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund net of any Taxes payable by any Agent or Lender on such interest); *provided* that the Borrower and Guarantors, upon the request of the Lender or Agent, as the case may be, agree promptly to return such refund (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such party in the event such party is required to repay such refund to the relevant 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 Taxes that it deems confidential) to the Borrower or any other person.

(g) If a payment made to a Lender or Agent under any Loan Document would be subject to withholding Tax imposed by FATCA if such Lender or Agent 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 or Agent shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the

Administrative 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 Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender or Agent has complied with such Lender's or Agent's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 3.01(g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(h) Each party's obligations under this Section 3.01 shall survive any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(i) Each Lender shall indemnify each Agent, within 10 days following written demand therefor, for the full amount of any Indemnified Taxes and Other Taxes attributable to such Lender (but only to the extent that such Agent has not already been indemnified by the Borrower and each Guarantor for such Indemnified Taxes and Other Taxes and without limiting the obligation of the Borrower and each Guarantor to do so) that are payable or paid by such Agent in connection with any Loan Documents, and any expenses arising therefrom or with respect thereto; *provided* that such Agent provides such Lender with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts.

Section 3.02. *[Reserved]*.

Section 3.03. *Increased Cost and Reduced Return; Capital Adequacy*.

(a) If any Lender reasonably determines that as a result of the introduction of or any change in or in the interpretation of any Law, in each case after the Closing Date, or such Lender's compliance therewith, there shall be any material increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Loans, or a material reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this Section 3.03(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes or Other Taxes for which additional amounts are payable pursuant to Section 3.01, or any Taxes excluded from the definition of Indemnified Taxes under exception (iii) thereof to the extent such Taxes are imposed on or measured by net income or profits or are franchise taxes (imposed in lieu of the foregoing taxes) and any Taxes excluded from the definition of Indemnified Taxes under exceptions (i), (ii), (iv), (v) and (vi) thereof or (ii) reserve requirements contemplated by Section 3.03(c)) and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining its obligations to make any Loan, or to reduce the amount of any sum received or receivable by such Lender, then from time to time within fifteen (15) days after written demand by such Lender setting forth in reasonable detail such increased costs (with a copy of such written demand to the Administrative Agent given in accordance with Section 3.05), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender determines that the introduction of any Law regarding capital adequacy or liquidity or any change therein or in the interpretation thereof, in each case after the Closing Date, or compliance by such Lender (or its lending office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any entity controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and liquidity and such Lender's desired return on capital), then from time to time upon written demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such written demand to the Administrative Agent given in accordance with Section 3.05), the Borrower

shall pay to such Lender such additional amounts as will compensate such Lender or controlling entity for such reduction within fifteen (15) days after receipt of such written demand.

(c) The Borrower shall pay to each Lender, as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which interest is payable on such Loan, *provided* the Borrower shall have received at least fifteen (15) days' prior written notice (with a copy to the Administrative Agent) of such additional interest or cost from such Lender. If a Lender fails to give written notice fifteen (15) days prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable fifteen (15) days from receipt of such written notice.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation.

(e) If any Lender requests compensation under this Section 3.03, then such Lender will, if requested by the Borrower, use commercially reasonable efforts to designate another lending office for any Loan affected by such event; *provided* that such efforts are made on terms that, in the reasonable judgment of such Lender, cause such Lender and its lending office(s) to suffer no material economic, legal or regulatory disadvantage, and *provided further* that nothing in this Section 3.03(e) shall affect or postpone any of the Obligations of the Borrower or the rights of such Lender pursuant to Section 3.03(a), (b), (c) or (d).

Section 3.04. *[Reserved]*.

Section 3.05. *Matters Applicable to all Requests for Compensation*.

(a) Any Agent or any Lender claiming compensation under this Article 3 shall deliver a certificate to the Borrower setting forth the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of manifest error. In determining such amount, such Agent or such Lender may use any reasonable and customary averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under Section 3.03, the Borrower shall not be required to compensate such Lender for any amount incurred more than one hundred and eighty (180) days prior to the date that such Lender notifies the Borrower of the event that gives rise to such claim; *provided* that, if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(c) [Reserved].

(d) [Reserved].

(e) Notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or 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 be deemed to have been adopted or made after the Closing Date, regardless of the date enacted or adopted.

Section 3.06. *[Reserved]*.

Section 3.07. *Survival*. All of the Borrower's obligations under this Article 3 shall survive termination of the Commitments and repayment of all other Obligations hereunder.

ARTICLE 4
CONDITIONS PRECEDENT TO EFFECTIVENESS AND EACH CREDIT EXTENSION

Section 4.01. *All Credit Extensions.* The obligation of each Lender to honor any Request for Credit Extension for a Final Loan or a Delayed Draw Term Loan, as applicable, is subject to satisfaction (or waiver by the Lenders) of the following conditions precedent:

(a) The representations and warranties set forth in Article 5 and in each other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; *provided*, that any such representation and warranty that is qualified by "materiality", "material adverse effect" or similar language shall be true and correct in all respects (after giving effect to such qualification therein) on and as of the date of such Credit Extension, with the same effect as though made on and as of such date or such earlier date, as applicable.

(b) No Default or Event of Default shall exist or would result from such proposed Credit Extension from the application of the proceeds therefrom.

(c) The Administrative Agent shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) With respect to the Final Loans, the Final Order (i) shall be in form and substance satisfactory to the Agents and the Lenders, (ii) shall have been entered by the Bankruptcy Court within a date which is 45 days following the Petition Date, and the Borrower shall have delivered to the Administrative Agent and the Lenders a true and complete copy of such order and (iii) shall be in full force and effect and shall not have been modified or amended absent prior written consent of the Administrative Agent and the Lenders or reversed, modified, amended, stayed, vacated, appealed or subject to a stay pending appeal or otherwise challenged or subject to any challenge in any respect absent the prior written consent of the Administrative Agent and the Lenders.

(e) With respect to any Delayed Draw Term Loan, the Prepetition Senior Secured Claims outstanding, shall not exceed, at the time of such Credit Extension, in the aggregate, $1,435,000,000.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty by the Borrower that the conditions specified in Sections 4.01(a) and (b) have been satisfied or waived on and as of the date of the applicable Credit Extension.

Section 4.02. *Effective Date Credit Extension.* The effectiveness of this Agreement and the obligation of each Lender to fund the Effective Date Loans on the Effective Date, shall be subject to satisfaction (or waiver by the Agents and the Lenders) of the following conditions precedent:

(a) The Administrative Agent and the Lenders shall have received the following, each properly executed by a Responsible Officer of the signing Loan Party, each dated as of the Effective Date:

(i) executed counterparts of this Agreement duly executed by the Borrower and each Guarantor;

(ii) a Term Note executed by the Borrower in favor of each Lender that has requested a Term Note at least one Business Day in advance of the Effective Date; and

(iii) a Request for Credit Extension duly executed by the Borrower in accordance with the requirements hereof.

(b) The Administrative Agent shall have received a certificate executed by the Secretary (or other equivalent officer, partner or manager) of each Loan Party dated as of the Effective Date certifying: (i) as true and correct a copy of resolutions in form and substance reasonably satisfactory to the Administrative Agent, of the board of directors (or other equivalent governing body, member or partner) of each Loan Party approving and authorizing the execution, delivery and performance by such Loan Party of this Amendment and all documents, instruments and agreements executed and/or delivered in connection herewith (if any) and of the transactions contemplated herein and therein, (ii) as true and correct and in full force and effect, without any amendment except as shown, a copy of the Organization Documents of each Loan Party and that the copies of such Loan Party's Organizational Documents delivered to Administrative Agent on such date as a part of the "secretary's certificate" delivered by such Loan Party are true, correct and complete copies of such Organizational Documents as currently in full force and effect, (iii) if available, a true and correct a copy of a good standing certificate/certificate of status for each Loan Party certified by the applicable Governmental Authority of such Loan Party's jurisdiction of incorporation, organization or formation dated a recent date prior to the date hereof, and (iv) the names and signatures of the officers of such Loan Party authorized to execute and deliver this Agreement and all documents, instruments and agreements executed and/or delivered in connection herewith (if any) on behalf of such Loan Party pursuant to the resolutions referenced in clause (i) above (and such certificate shall be countersigned by another officer of such Loan Party certifying the name, office and signature of the Secretary (or other equivalent officer, partner or manager) of such Loan Party giving such certificate).

(c) The Administrative Agent and the Lenders shall have received a certificate from an officer of the Borrower certifying as to compliance with the conditions set forth in Sections 4.01(a) and (b).

(d) The Administrative Agent and the Lenders shall have received all applicable fees and other amounts, earned, due and payable on or prior to the Effective Date, including, to the extent invoiced prior to the Effective Date (except as otherwise reasonably agreed by the Borrower), reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document on or prior to the Effective Date.

(e) The Interim Order (i) shall have been entered by the Bankruptcy Court and the Borrower shall have delivered to the Administrative Agent and the Lenders a true and complete copy of such order, and (ii) shall be in full force and effect and shall not (in whole or in part) have been reversed, modified, amended, stayed, appealed or vacated, or subject to stay pending appeal, or otherwise challenged or subject to any challenge, absent prior written consent of the Lenders (and with respect to any provisions that affect the rights or duties of any Agent, such Agent).

(f) (i) No trustee, examiner, receiver or interim receiver shall have been appointed or designated with respect to the Debtors or their business, properties or assets and no motion shall be pending seeking any such relief, and (ii) no motion shall be pending seeking any other relief in the Bankruptcy Court or the Canadian Court to exercise control over Collateral with an aggregate fair market value in excess of $100,000 with respect to all such motions; *provided* that this clause (ii) shall not apply to any motion that

is being contested in good faith by the Debtors and which contest the Debtors reasonably believe will be successful.

(g) The DIP Proceeds Account shall have been established and shall constitute Collateral but not Prepetition ABL Priority Collateral.

Solely for purposes of determining whether the conditions set forth in Section 4.01 or 4.02 have been satisfied in respect of any Credit Extension, the Agents and each Lender party hereto shall be deemed to have consented to, approved, accepted or be reasonably satisfied with any document delivered prior to such Credit Extension or other matter (in each case, for which such consent, approval, acceptance or satisfaction is expressly required by Section 4.01 or 4.02, as applicable) by releasing its signature page to this Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

Each of the Borrower and each of the Guarantors party hereto represents and warrants to the Administrative Agent, the Collateral Agent and each of the Lenders that:

Section 5.01. *Existence, Qualification and Power; Compliance with Laws.* Each Loan Party and each Subsidiary (a) is a Person duly organized or formed, validly existing and in good standing (where relevant) under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite organizational power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party and, in the case of the Borrower, to borrow hereunder, (c) is duly qualified and in good standing (where relevant) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws, orders, writs and injunctions, and (e) has all requisite franchises, licenses, authorizations, qualifications, consents and approvals to operate its business as currently conducted; except in each case, referred to in clause (a) (other than with respect to any Loan Party), (c), (d) or (e), to the extent that failure to do so, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 5.02. *Authorization; No Contravention.* Subject to the entry by (and terms of) the Bankruptcy Court of the DIP Order and the Canadian DIP Recognition Order, as applicable, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, and the consummation of the Transactions, (a) are within such Loan Party's organizational powers, (b) have been duly authorized by all necessary corporate or other organizational action, and (c) do not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under (other than as permitted by Section 7.01), or require any payment to be made under (x) any post-petition Indebtedness of such Person (y) any post-petition material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any material Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (c)(ii)(x), to the extent that such violation, conflict, breach, contravention or payment, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.03. *Governmental Authorization; Other Consents. S*ubject to the entry by (and terms of) the Bankruptcy Court of the DIP Order, and, in the case of the Canadian Collateral, the applicable Canadian Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document,

or for the consummation of the Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the priority thereof) to the extent required thereunder or (d) the exercise by the Administrative Agent, the Collateral Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents, except for (i) approvals, consents, exemptions, authorizations or other actions by, or notices to, or filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties (or release existing Liens), (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect (except to the extent not required to be obtained, taken, given or made or to be in full force and effect pursuant to the Collateral and Guarantee Requirement) and (iii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.04. *Binding Effect.* This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is a party thereto. Upon entry of the DIP Order (and in the case of the Canadian Collateral, the Canadian DIP Recognition Order), this Agreement and each other Loan Document constitutes a legal, valid and binding obligation of each such Loan Party, enforceable against each Loan Party that is a party thereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

Section 5.05. *Financial Statements*.

(a) (i) The Audited Financial Statements fairly present in all material respects the financial condition of the Borrower and its consolidated Subsidiaries as of the dates thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein.

(ii) The Unaudited Financial Statements fairly present in all material respects the financial condition of the Borrower and its consolidated Subsidiaries as of the dates thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein and the absence of footnotes.

(b) The forecasts of income statements of the Borrower and its Subsidiaries which have been furnished to the Administrative Agent and the Lenders prior to the Closing Date have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were believed to be reasonable at the time of preparation of such forecasts it being understood by the Agents and the Lenders that such projections as to future events (i) are not to be viewed as facts, (ii)(A) are subject to significant uncertainties and contingencies, which may be beyond the control of the Borrower and its Subsidiaries, (B) no assurance is given by the Borrower and its Subsidiaries that the results or forecast in any such projections will be realized and (C) the actual results may differ from the forecast results set forth in such projections and such differences may be material and (iii) are not a guarantee of performance and that actual results during the period or periods covered by any such projections may vary significantly from the projected results and such differences may be material.

Section 5.06. *Compliance With Laws*. Subject to the entry by (and terms of) the Bankruptcy Court of the DIP Order, neither the Borrower nor any of the Subsidiaries or any of their respective properties or assets is in violation of, nor will the continued operation of their properties and assets as currently conducted violate, any law, rule or regulation (including any zoning, building, ordinance, code or approval or any building permits) or any restrictions of record or agreements affecting any real property interest of the Borrower or any of its Subsidiaries, or is in default with respect to any judgment, writ, injunction, decree

or order of any Governmental Authority, where in each case such violation or default, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

Section 5.07. *Ownership of Property; Liens*.

(a) Schedule 1.01(c) sets forth a true, complete and correct list of all Real Property owned (whether in fee or through a leasehold estate under any ground lease) by Borrower and the Subsidiaries as of the Effective Date.

(b) Each of the Borrower and the Subsidiaries has good record title to, or valid leasehold interests in, or easements or other limited property interests in, all its properties and assets, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and except where the failure to have such title or interest would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.08. *Environmental Matters.* Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) Each Loan Party and each Subsidiary is and has been in compliance with all Environmental Laws, which includes obtaining and maintaining all Environmental Permits required under such Environmental Laws to carry on the business of the Loan Parties and the Subsidiaries;

(b) the Loan Parties and the Subsidiaries have not received notice alleging any Environmental Liability or proposing or seeking to revoke, modify or deny the renewal of any Environmental Permit required to be held by the Loan Parties or the Subsidiaries, and neither the Loan Parties nor the Subsidiaries have become subject to any Environmental Liability;

(c) there has been no Release, discharge or disposal of Hazardous Materials (i) on, to, at, under or from any Real Property or any vehicles or facilities owned or leased by any of the Loan Parties or the Subsidiaries, or, to the knowledge of the Borrower, formerly owned, operated or leased by any Loan Party or any Subsidiary, or (ii) arising out of the conduct of the Loan Parties or the Subsidiaries that, in the case of (i) or (ii), could reasonably be expected to require investigation, remedial activity or corrective action or cleanup by or on behalf of any Loan Party or any Subsidiary or for which any Loan Party or Subsidiary reasonably could be expected to otherwise incur any Environmental Liability; and

(d) there are no facts, circumstances or conditions arising out of or relating to, and there are no pending or reasonably anticipated requirements under Environmental Law associated with, the operations of the Loan Parties or the Subsidiaries or any Real Property, vehicles or facilities currently or, to the knowledge of the Borrower, previously owned or leased by the Loan Parties or any Subsidiary that, in such case, are known to or would reasonably be likely to require investigation, remedial activity or corrective action or cleanup by or on behalf of any Loan Party or any Subsidiary or that are known to or would reasonably be likely to result in the Borrower or any other Loan Party or Subsidiary incurring any Environmental Liability or capital expenditures to achieve or maintain compliance with Environmental Laws.

Section 5.09. *Taxes.* Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: each of the Loan Parties and their Subsidiaries have timely filed all tax returns required to be filed (taking into account any extensions), and have paid all Taxes levied or imposed upon them or their properties, that are due and payable (including in their capacity as a withholding agent), except those which are being contested in good faith by appropriate proceedings

diligently conducted if such contest shall have the effect of suspending enforcement or collection of such Taxes and for which adequate reserves have been provided in accordance with GAAP. There is no proposed Tax deficiency or assessment known to any Loan Party against any Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect.

Section 5.10. *Litigation*. Except for claims, actions, suits, investigations, litigation or proceedings stayed by Section 362 of the Bankruptcy Code and as set forth on Schedule 5.10 and/or the applicable Canadian Orders, as applicable, there does not exist any action, suit, investigation, litigation or proceeding, pending or to the knowledge of the Loan Parties, threatened in writing in any court or before any arbitrator or Governmental Authority that, (x) either individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect with respect to the assets or property of the Loans Parties or (y) is in respect of the Loans or the Loan Documents and either individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

Section 5.11. *Subsidiaries.* As of the Effective Date (after giving effect to the Transactions), no Loan Party has any direct or indirect Subsidiaries other than those specifically disclosed in Schedule 5.11, and all of the outstanding Equity Interests owned by the Loan Parties (or a Subsidiary of any Loan Party) in such Subsidiaries have been validly issued and are fully paid and (if applicable) non-assessable and all Equity Interests owned by a Loan Party (or a Subsidiary of any Loan Party) in such Subsidiaries are owned free and clear of all Liens except (a) those created under the Collateral Documents or under the Prepetition ABL Facility Documentation, the Prepetition UST Tranche A Facility Documentation, the Prepetition UST Tranche B Facility Documentation, the Prepetition B-2 Loan Documents and the Postpetition B-2 Loan Documents (which Liens shall be subject to the Prepetition ABL Intercreditor Agreement, the terms and priorities set forth in the DIP Order and the Senior ICA Provisions) and (b) any other Lien that is permitted or granted under the DIP Order or permitted under Section 7.01. As of the Effective Date, Schedule 5.11 sets forth (i) the name and jurisdiction of each Loan Party and (ii) the direct ownership interest of the Borrower and any Loan Party thereof in each such Subsidiary, including the percentage of such ownership.

Section 5.12. *Margin Regulations; Investment Company Act*.

(a) No Loan Party or Subsidiary is engaged nor will it engage, principally, or as one of its important activities in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Borrowings will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of the provisions of the Regulations of the Board, including Regulation T, U or X.

(b) Neither the Borrower, nor any of the Subsidiaries is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

Section 5.13. *Disclosure.* No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party (other than projected financial information, pro forma financial information, budgets, estimates and information of a general economic or industry nature) to any Agent or any Lender about the Borrower and its Subsidiaries in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole contains or will contain any material misstatement of fact or omits or will omit to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were or will be made, not materially misleading. With respect to projected financial information and pro forma financial information, the Borrower represents that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood and agreed by the Agents and the Lenders that such projections as to future events (i) are not to be viewed as facts, (ii) are

subject to significant uncertainties and contingencies, which may be beyond the control of the Borrower and its Subsidiaries and (iii) are not a guarantee of performance and that actual results during the period or periods covered by any such projections may vary significantly from the projected results and such differences may be material.

Section 5.14. *ERISA Compliance*. Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect:

(a) Each Plan is in compliance with the applicable provisions of ERISA, the Code and other Federal or state Laws (and the regulations and published interpretations thereunder).

(b) The Loan Parties, their Subsidiaries and their respective ERISA Affiliates may incur liability for ordinary course contributions to (and make payments in satisfaction of such liabilities) which are Multiemployer Plans.

Section 5.15. *Insurance.* Upon entry of the Chapter 11 Orders (and in the case of the Canadian Collateral, the applicable Canadian Orders), 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 5.16. *[Reserved]*.

Section 5.17. *No Other Borrowed Money Indebtedness.* Immediately after giving effect to the consummation of the Transactions to occur on the Closing Date the Borrower and its Subsidiaries shall have no outstanding Indebtedness for borrowed money other than (a) Indebtedness outstanding under this Agreement and the Prepetition Indebtedness and (b) Indebtedness permitted pursuant to Section 7.03.

Section 5.18. *Collateral Documents*. The DIP Order (and in the case of the Canadian Collateral, the Canadian DIP Recognition Order) and the Collateral Documents, on execution and delivery thereof by the parties thereto, are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties, legal, valid and enforceable Liens on, and security interests in, the Collateral described therein to the extent intended to be created thereby, and the Liens created by the DIP Order and the Collateral Documents shall constitute fully perfected Liens on, and security interests in, in each case, to the extent available under the Chapter 11 Cases, all right, title and interest of the Loan Parties in such Collateral with the priority set forth herein and otherwise subject in all respects to the terms of the DIP Order and the applicable Canadian Orders. Notwithstanding anything to the contrary herein, nothing in this Section 5.18 is intended to or does conflict with or override the UST Adequate Protection Order and in the event of any inconsistencies between this Section 5.18 and the UST Adequate Protection Order, the UST Adequate Protection Order shall govern.

Section 5.19. *Compliance with Anti-Terrorism and Corruption Laws*.

(a) To the extent applicable, the Borrower and the Subsidiaries are in compliance, in all material respects, with (i) the Trading with the Enemy Act and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V) and any other enabling legislation or executive order relating thereto, (ii) the USA PATRIOT Act, and (iii) Canadian AML Legislation and (iv) any other similar anti-terrorism and anti-corruption legislation in other jurisdictions.

(b) None of the Borrower or any Subsidiary nor, to the knowledge of the Borrower, any director, officer, agent, employee or controlled Affiliate of the Borrower or any Subsidiary, (i) is a Blocked Person or (ii) is currently subject to any U.S. sanctions administered or enforced by OFAC or by any Canadian Governmental Authority that is applicable to the Borrower or any Subsidiary at such time that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and none of the Borrower or any Subsidiary will use the proceeds of the Loans for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered or enforced by OFAC or any Canadian Governmental Authority that is applicable to the Borrower or any Subsidiary.

No part of the proceeds of the Loans will be used by the Borrower or any of the Subsidiaries, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 5.20. *Real Property Permits*. Borrower has all Permits, all of which are in full force and effect as of the date hereof required by the applicable Governmental Authorities in connection with the ownership and operation of any Material Real Property, except to the extent that the failure to have any such Permits would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.21. *Secured, Super-Priority Obligations.* On and after the Closing Date, solely with respect to the Initial Term Loans:

(a) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof for (x) the motions seeking approval of the Loan Documents, the DIP Order and the applicable Canadian Orders and (y) the hearings for the approval of the DIP Order and the applicable Canadian Orders were given in each case. The Borrower has given, on a timely basis as specified in the DIP Order and the applicable Canadian Orders, all notices required to be given to all parties specified in the DIP Order and the applicable Canadian Orders.

(b) The provisions of the Loan Documents and the DIP Order (and, in the case of the Canadian Collateral, the applicable Canadian Orders), are effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, legal, valid and perfected Liens on and security interests in all right, title and interest in the Collateral, having the priority provided for herein and in the DIP Order and the applicable Canadian Orders, and enforceable against the Loan Parties, in each case, subject to the terms and conditions of the DIP Order (and, in the case of the Canadian Collateral, the applicable Canadian Orders).

(c) Pursuant to Section 364(c)(1) of the Bankruptcy Code, all Obligations relating to or arising under the Initial Term Loans and all other obligations of the Loan Parties under the Loan Documents relating to or arising under the Initial Term Loans at all times shall be entitled to joint and several superpriority administrative expense claim status against each Debtor in the Chapter 11 Cases, which claims shall be superior to all other claims except as otherwise set forth herein and in the DIP Order, and subject to the Carve-Out and the Canadian Priority Charges pursuant to the applicable Canadian Orders to the extent set forth in the Canadian DIP Recognition Order and the other applicable Canadian Orders.

(d) Pursuant to Section 364(c)(2) of the Bankruptcy Code and DIP Order (and, in the case of the Canadian Collateral, the applicable Canadian Orders), all Obligations relating to or arising under the Initial Term Loans are secured by a first priority perfected Lien on (i) the DIP Proceeds Account and (ii) all unencumbered assets of the Loan Parties (other than Excluded Property) (now existing or hereafter acquired) and all proceeds thereof that were not subject to a perfected, non-avoidable Lien as of the Petition

Date (the "**Unencumbered Assets**"), which Lien is (i) pari passu with the Lien securing the Postpetition B-2 Indebtedness on such DIP Proceeds Account (it being understood that the Prepetition Secured Parties have no Lien on the DIP Proceeds Account) and (ii) senior to the Liens securing the Postpetition B-2 Indebtedness and the adequate protection Liens of the Prepetition Secured Parties solely on such Unencumbered Assets, in each case, subject to the Carve-Out and the Canadian Priority Charges (in a maximum amount not to exceed CDN$4,200,000) pursuant to the applicable Canadian Orders to the extent set forth in the Canadian DIP Recognition Order and the applicable Canadian Orders.

(e) Pursuant to Section 364(c)(3) and 364(d)(1) of the Bankruptcy Code and the DIP Order (and, in the case of the Canadian Collateral, the applicable Canadian Orders), all Obligations relating to or arising under the Initial Term Loans are secured by a Lien on the B-2 Priority Collateral that is junior to the B-2 Secured Parties' Lien on such Collateral, including any B-2 Adequate Protections Liens (as defined in the DIP Order), but senior to the Prepetition ABL Secured Parties' and UST Secured Parties' Lien on such Collateral, subject to the Carve-Out and the Canadian Priority Charges pursuant to the applicable Canadian Orders to the extent set forth in the Canadian DIP Recognition Order and the other applicable Canadian Orders.

(f) Pursuant to Section 364(c)(3) of the Bankruptcy Code and the DIP Order (and, in the case of the Canadian Collateral, the applicable Canadian Orders), all Obligations relating to or arising under the Initial Term Loans are secured by junior Liens on the Collateral securing the obligations of the Prepetition Secured Parties (other than as expressly set forth above with respect to the B-2 Priority Collateral); provided, however, that such Lien on any Canadian Collateral is also junior to the Canadian Priority Charges and, for greater certainty, the Canadian DIP Charge does not apply to the Prepetition UST Tranche B Priority Collateral.

(g) The DIP Order and the Canadian Interim DIP Recognition Order are in full force and effect and have not been vacated, reversed, modified, amended or stayed without the prior written consent of Lenders.

(h) The Initial Budget and each Updated Budget were prepared in good faith by the management of the Borrower (and in consultation with the Borrower's Operational Advisor), based on assumptions believed by the management of the Borrower to be reasonable at the time made and upon information believed by the management of the Borrower to have been accurate based upon the information available to the management of Borrower at the time such Initial Budget or Updated Budget was furnished.

Notwithstanding anything to the contrary herein, the provisions of this Section 5.21 shall apply only to the Obligations relating to or arising under the Initial Term Loans and all other obligations of the Loan Parties under the Loan Documents that relate to or arise under the Initial Term Loans. The term "Obligations" or "obligations" under this Section 5.21 shall not include any "Obligations" or "obligations" relating to or arising under the Delayed Draw Term Loans.

Section 5.22. *Prepetition UST Joint and Priority Collateral.* As of the Effective Date, Schedule 5.22(a) lists all Rolling Stock that constitutes Prepetition UST Tranche B Joint Collateral and Schedule 5.22(b) lists all Rolling Stock that constitutes Prepetition UST Tranche B Priority Collateral.

Section 5.23. *Delayed Draw Term Commitment Priority.* Notwithstanding anything herein to the contrary or in the other Loan Documents or the DIP Order to the contrary, it is expressly understood and agreed that the Liens and Claims in respect of the Delayed Draw Term Commitment shall be junior and subordinated (including in right of payment) in all respects to the Liens and Claims (including any adequate protections Liens and Claims) of the Prepetition Secured Parties and to the Liens and Claims of the B-2 Lenders and B-2 Agent under the Postpetition B-2 Loan Documents, including, for the avoidance of doubt,

to the payment and enforcement of rights of each of the B-2 Secured Parties, the Prepetition ABL Secured Parties and the UST Secured Parties, which rights with respect to the B-2 Secured Parties shall be consistent with and no less favorable than those set forth in the Postpetition B-2 Loan Documents, the Prepetition B-2 Loan Documents and the DIP Order.

Section 5.24. *No Canadian Pension Plans.* No Loan Party maintains, sponsors, administrates, contributes to, participates in or has any obligations or any actual or contingent liability in respect of a Canadian Defined Benefit Pension Plan.

ARTICLE 6
AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder or any Loan or other Obligation (other than contingent indemnification or reimbursement obligations) hereunder which is accrued or payable shall remain unpaid or unsatisfied, then from and after the Closing Date, the Borrower shall and shall (except in the case of the covenants set forth in Sections 6.01 and 6.02) cause each of the Subsidiaries to:

Section 6.01. *Financial Statements, Reports, Etc.* In the case of the Borrower, deliver to the Administrative Agent for prompt further distribution to each Lender, within 45 days after the end of each fiscal quarter of each fiscal year of the Borrower (commencing with the fiscal quarter ended June 30, 2023), a consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such fiscal quarter, and the related (x) consolidated statements of income or operations for such fiscal quarter and for the portion of the fiscal year then ended and (y) consolidated statements of cash flows for such fiscal quarter and the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes and accompanied by customary management discussion and analysis.

Notwithstanding the foregoing, the obligations in this Section 6.01 or Section 6.02(b) may be satisfied with respect to information of the Borrower and the Subsidiaries by furnishing within the time period specified in the applicable paragraph (A) the applicable financial statements of the Borrower or (B) the Borrower's Form 10-K or 10-Q, as applicable, filed with the SEC.

Documents required to be delivered pursuant to Section 6.01 or Section 6.02(b) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the earliest date on which (i) Borrower posts such documents, or provides a link thereto on Borrower's website on the Internet and provides notice thereof to the Administrative Agent; (ii) such documents are posted on Borrower's behalf on IntraLinks/IntraAgency or another website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent), or (iii) such financial statements and/or other documents are posted on the SEC's website on the internet at www.sec.gov; *provided* that: (i) promptly following written request by the Administrative Agent, the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents.

Section 6.02. *Certificates; Other Information.* Deliver to the Administrative Agent for prompt further distribution to each Lender (or, with respect to clauses (k) through (o), deliver directly to the Lenders and their advisors):

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01 (or the date on which such delivery is required), commencing with the first fiscal quarter ended after the Closing Date, a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower;

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which the Borrower or any Subsidiary files with the SEC or with any Governmental Authority that may be substituted therefor (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered), exhibits to any registration statement and, if applicable, any registration statement on Form S-8) and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) promptly after the furnishing thereof, copies of any material notices received by any Loan Party or Subsidiary (other than in the ordinary course of business) or furnished to any holder of Indebtedness or debt securities of any Loan Party or of any of its Subsidiaries (including pursuant to the terms of any Prepetition Indebtedness) (and solely in the case of Indebtedness or debt securities incurred or issued prior to the Petition Date, to the extent the principal amount thereof exceeds the Threshold Amount);

(d) together with the delivery of each Compliance Certificate pursuant to Section 6.02(a), (i) a report setting forth the information required by sections of the Prepetition Perfection Certificate describing the legal name and the jurisdiction of organization or formation of each Loan Party and the location of the chief executive office of each Loan Party or confirming that there has been no change in such information since the Closing Date or the date of the last such report, (ii) a description of each Disposition of owned Real Property and (iii) a list of each Subsidiary of the Borrower as of the date of delivery of such Compliance Certificate;

(e) [reserved];

(f) promptly after the written request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(g) promptly after the receipt thereof by the Borrower or any of the Subsidiaries, a copy of any final "management letter" received by any such Person from its certified public accountants and the management's response thereto;

(h) the proposed service list in connection with any Order or relief sought by any Loan Party from the Canadian Court;

(i) promptly after the furnishing thereof (and in no event later than three Business Days after the delivery thereof), a copy of each borrowing base certificate delivered under the Prepetition ABL Credit Agreement;

(j) at least two (2) days in advance of such filing or as promptly as practicable, (i) drafts of all pleadings, motions, applications, judicial information, financial information, notices, reports, orders and other documents intended to be filed by or on behalf of the Borrower or any other Loan Party with the Bankruptcy Court in the Chapter 11 Cases, or distributed by or on behalf of the Borrower or any other Loan Party to any official committee appointed in the Chapter 11 Cases and (ii) drafts of all filings, motions,

pleadings, other papers or material notices intended to be filed by or on behalf of the Borrower, in its capacity as "foreign representative" of the Debtors, or any other Loan Party with the Canadian Court in the Canadian Recognition Proceedings, including all motions for all Canadian Orders;

(k) promptly after the occurrence thereof (and in no event later than one Business Day thereafter (or such longer period as agreed by the Lenders)), notice of any Loan Party entering into any new material agreement or incurring any new material obligation;

(l) not later than 5:00 p.m. New York time on the third Business Day of the last full calendar week of each month (commencing with August 30, 2023) occurring after the Closing Date (the "**Updated Budget Deadline**"), a supplement to, for the first such supplement, the Initial Budget, and for each supplement thereafter, the most-recently delivered Updated Budget (each such supplement which is approved in accordance with the terms of this clause (l), an "**Updated Budget**"), prepared by management of the Borrower in consultation with the Borrower's Operational Advisor covering the 13-week period that commences with the Saturday of the calendar week that includes such Updated Budget Deadline, consistent with the form and level of details set forth in the Initial Budget. Each Updated Budget shall be, in each case, subject to the written approval of the Lenders; *provided* that, if the Lenders shall have not provided written approval of any proposed budget supplement prior to 5:00 (New York City time) on the third Business Day after receipt thereof (the "**Budget Review Time**"), the Lenders shall be deemed to have accepted such proposed budget supplement; *provided further* that, (i) if the Lenders object in writing to any proposed budget supplement prior to the Budget Review Time, no proposed budget supplement covering the 13-week period covered by such rejected budget supplement shall become an Updated Budget until and unless the Lenders approve thereof in writing (in their sole and absolute discretion), and (ii) the prior Approved Budget shall remain in effect until such time as the Lenders so approve a revised budget supplement in accordance with the foregoing sub-clause (i). As used herein, the "**Approved Budget**" shall mean (i) initially, the Initial Budget and (ii) thereafter, upon (and subject to) the approval (or deemed approval) of any Updated Budget by the Lenders in accordance with the foregoing procedures, such Updated Budget.

(m) not later than 5:00 p.m. New York time, on each Business Day, a liquidity update (each, a "**Liquidity Report**"), which may be sent by email, specifying the aggregate amount of Liquidity of the Loan Parties and their Subsidiaries as of the end of business of the immediately preceding Business Day;

(n) not later than 5:00 p.m. New York time on each Budget Variance Test Date, the following:

(i) a Budget Variance Report for the most recently ended Budget Variance Test Period; and

(ii) an updated budget prepared by management of the Borrower (in consultation with the Borrower's Operational Advisor) covering the 13-week period that commences with the calendar week that includes such Wednesday (*provided* that this clause (n)(ii) may be satisfied, for each week on which an Updated Budget Deadline occurs, by delivery of the Updated Budget);

(o) not later than 5:00 p.m. New York time on the Friday of each calendar week, with information for the immediately preceding calendar week ending on a Friday (*provided*, that the Lenders confirm receipt of the following items as of Friday, August 25, 2023, and each Friday thereafter leading up to the Effective Date as required by the DIP Term Sheet and confirm such items received prior to the Effective Date were satisfactory to the Lenders), the following, in the case of clauses (i) and (iii) consistent with the form delivered prior to the Effective Date:

(i) a written report (each, a "**Disbursement Report**") of disbursements made during the period since delivery of the last Disbursement Report (or, for the first Disbursement Report delivered hereunder, since the Petition Date), including payroll payments made by department, payments to directors, and payments to professionals;

(ii) a written report in reasonable detail (each, a "**Sale Report**") setting out updates in the monetization strategy of the Borrower, including an update on the status of the sale of each Real Property and other assets of the Loan Parties contemplated by the Bidding Procedures Order, a description of inbound interests and outbound solicitations, and updates on the status of diligence and bids since delivery of the last Sale Report (or, for the first Sale Report delivered hereunder, since the Petition Date); *provided* that the Borrower shall be entitled to restrict and/or redact commercially sensitive information to protect the competitive sales process as determined in its good faith judgment; *provided, however*, that if any Lender is or becomes a potential bidder, the Loan Parties shall not be required to provide information to such Lender regarding the sale process that is not available to all potential bidders; and

(iii) a list of (A) current information with respect to all accounts receivable owed to the Loan Parties, including all collections, sales, reconciliations and payments in respect thereof, and (B) current information with respect to all accounts payable owed by the Loan Parties.

Notwithstanding anything to the contrary, neither the Borrower nor any Subsidiary will be required to disclose or permit the inspection of any document, information or other matter pursuant to this Section 6.02 (i) that is subject to attorney client or similar privilege or constitutes attorney work product or (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their representative or contractors) is prohibited by law or any binding agreement (to the extent not created in contemplation of such Loan Party's obligations under this Agreement).

Section 6.03. *Notices.* Promptly after the Borrower or any Guarantor has obtained knowledge thereof, notify the Administrative Agent (which shall provide notice to the Lenders):

(a) of the occurrence of any Default or an Event of Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect;

(c) of the filing or commencement of, or any written threat or written notice of intention of any person to file or commence any action, suit, litigation or proceeding, whether at law or in equity by or before any Governmental Authority, against the Borrower or any of its Subsidiaries that has a reasonable likelihood of adverse determination and such determination could reasonably be expected to result in a Material Adverse Effect and any material developments in any of the foregoing;

(d) of any material developments in any material action, suit, litigation or proceeding, whether at law or in equity, commenced by the Borrower or any of its Subsidiaries; and

(e) of 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 a Material Adverse Effect.

(f) Each notice pursuant to this Section shall be accompanied by a written statement of a Responsible Officer of the Borrower (x) that such notice is being delivered pursuant to Section 6.03(a), (b), (c), (d) or (e) (as applicable) and (y) setting forth details of the occurrence referred to in Section 6.03(a), (b), (c), (d) or (e), as applicable, and stating what action the Borrower has taken and proposes to take with respect thereto.

Notwithstanding anything to the contrary, neither the Borrower nor any Subsidiary will be required to disclose or permit the inspection of any document, information or other matter pursuant to this Section 6.03 (i) that is subject to attorney client or similar privilege or constitutes attorney work product, or (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their representative or contractors) is prohibited by law or any binding agreement (to the extent not created in contemplation of such Loan Party's obligations under this Agreement).

Section 6.04. *Payment of Taxes.* Promptly pay, discharge or otherwise satisfy as the same shall become due and payable in the normal conduct of its business, all its obligations and liabilities in respect of Taxes imposed upon it or upon its income or profits or in respect of its property, except, to the extent any such Tax is being contested in good faith and by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP if such contest shall have the effect of suspending enforcement or collection of such Taxes or, where the failure to pay, discharge or otherwise satisfy the same would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 6.05. *Preservation of Existence, Etc.* (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.04 or Section 7.05 and (b) obtain, maintain, renew, extend and keep in full force and effect all rights, privileges (including its good standing where applicable in the relevant jurisdiction), permits, licenses and franchises necessary in the normal conduct of its business, except, in the case of clause (a) (other than with respect to the Borrower) or (b), to the extent that failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 6.06. *Maintenance of Properties.* Except if the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) maintain, preserve and protect all of its properties and equipment necessary in the operation of its business in satisfactory working order, repair and condition, ordinary wear and tear excepted and fire, casualty or condemnation excepted, and (b) make all necessary renewals, replacements, modifications, improvements, upgrades, extensions and additions thereof or thereto in accordance with prudent industry practice and in the normal conduct of its business.

Section 6.07. *Maintenance of Insurance*.

(a) *Generally*. Maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business consistent in all material respects with the insurance maintained by Borrower and/or such Subsidiaries (as applicable) as of the Closing Date, which insurance shall insure against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, and which insurance shall be of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and the Subsidiaries) as are customarily carried under similar circumstances by such other Persons in such similar or same locations.

(b) *Requirements of Insurance*. Including as required by the Chapter 11 Orders, (A) use commercially reasonable efforts to cause, not later than 30 days after the Closing Date (or such longer period as the Lenders may agree in writing in their reasonable discretion), all insurance required pursuant to Section 6.07(a) and (d) (x) to provide (and to continue to provide at all times thereafter) that it shall not be canceled, materially modified or not renewed (i) by reason of nonpayment of premium upon not less than 10 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent or (ii) for any other reason upon not less than 20 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent and (y) to name the Collateral Agent as additional insured on behalf of the Secured Parties (in the case of liability insurance) or loss payee (in the case of

property insurance), as applicable (and to continue to so name the Collateral Agent at all times thereafter), (B) use commercially reasonable efforts to deliver, not later than 30 days after the Closing Date (or such longer period as the Administrative Agent, with the consent of the Lenders, may agree in writing in its reasonable discretion), a copy of the policy (and to the extent any such policy is cancelled or not renewed, a renewal or replacement policy) or other evidence thereof to the Administrative Agent and the Collateral Agent, or insurance certificate with respect thereto, and (C) in the case of all property insurance policies located in the United States, not later than 30 days after the Closing Date (or such longer period as the Administrative Agent may agree in writing in its reasonable discretion) cause such policies to be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable endorsement, in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent, which endorsement shall provide that, from and after such date, if the insurance carrier shall have received written notice from the Administrative Agent or the Collateral Agent of the occurrence of an Event of Default, the insurance carrier shall pay all proceeds otherwise payable to the Borrower or the Loan Parties under such policies directly to the Collateral Agent during the continuance of such Event of Default.

(c) *Flood Insurance*. Following the Closing Date, the Borrower shall deliver to the Collateral Agent and the Lenders annual renewals of the flood insurance policy under the property policy or annual renewals of a force-placed flood insurance policy.

(d) *Environmental Insurance.* Maintain with financially sound and reputable insurance companies, a premises pollution liability portfolio insurance and storage tank third-party liability, corrective and clean-up insurance policy with respect to its properties and business for an initial three year policy period commencing on the date hereof and with limits not less than, and with terms and conditions comparable to, the limits, terms and conditions in such policies that are in effect as of the date hereof, and subject to annual renewals after such initial three year policy period, which insurance shall be reasonably satisfactory to the Lenders. The Borrower shall purchase such insurance required under this Section 6.07(d) within 30 days following the Closing Date and provide evidence thereof to the Administrative Agent.

(e) Notify the Administrative Agent and the Collateral Agent (for distribution to the Lenders) promptly whenever any separate insurance concurrent in form or contributing in the event of material loss with that required to be maintained under this Section 6.07 is taken out by the Borrower or another Loan Party; and promptly deliver to the Administrative Agent and the Collateral Agent a duplicate original copy of such policy or policies, or an insurance certificate with respect thereto once available.

Section 6.08. *Compliance with Laws.* Subject to the terms of the Orders, comply with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except if the failure to comply therewith would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 6.09. *Books and Records.* Maintain proper books of record and account, in which entries are made that are full, true and correct in all material respects and are in conformity with GAAP (except as noted therein) and which reflect all material financial transactions and matters involving the assets and business of the Borrower or a Subsidiary, as the case may be.

Section 6.10. *Inspection Rights*. Permit representatives and independent contractors of the Administrative Agent or any Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountants' customary policies and procedures), all at the reasonable expense of the Borrower and subject to bona fide confidentiality obligations, limitations imposed by law and attorney-client privilege and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable

advance notice to the Borrower and at the expense of the Borrower at any time during normal business hours; *provided* that the Borrower shall be entitled to restrict and/or redact information in order to protect the competitive sales process as determined in its good faith judgment; *provided*, *further*, if any Lender is or becomes a potential bidder, the Loan Parties shall not be required to provide information to such Lender regarding the sale process that is not available to all potential bidders. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants.

Section 6.11. *Additional Collateral; Additional Guarantors.* At the Borrower's expense, take all reasonable actions which are necessary or reasonably requested by the Administrative Agent or the Collateral Agent to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including: upon any Subsidiary that constitutes an Excluded Subsidiary on the Closing Date ceasing to be an Excluded Subsidiary, within ten (10) Business Days thereafter, or such longer period as the administrative Agent, with the consent of the Lenders (in their sole discretion), may agree, causing such Subsidiary to duly execute and deliver to the Administrative Agent or the Collateral Agent (as appropriate) joinders to this Agreement as Guarantors, a counterpart of the Intercompany Note and other security agreements and documents, in each case granting Liens required by the Collateral and Guarantee Requirement, and to take such action (including the filing of UCC or PPSA financing statements, as applicable), in each case, as may be reasonably requested by the Collateral Agent or the Lenders from time to time to maintain the validity, perfection, enforceability and priority of the security interest and Liens of the Collateral Agent in the Collateral, or to enable the Collateral Agent to protect, exercise or enforce its rights hereunder, under the DIP Order and in the Collateral (and, in the case of Canadian Collateral, the Canadian DIP Recognition Order).

Section 6.12. *Compliance with Environmental Laws.* Subject to the terms of the Chapter 11 Orders, except, in each case, to the extent that the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) comply, and take all reasonable actions to cause all lessees and other Persons operating or occupying its properties to comply, with all applicable Environmental Laws and Environmental Permits; (b) obtain and renew all Environmental Permits necessary for its operations and properties; and, (c) in each case to the extent the Loan Parties or the Subsidiaries are required to do so by Environmental Laws, conduct any investigation, remedial or other corrective action necessary to address Hazardous Materials at any property or facility in accordance with applicable Environmental Laws.

Section 6.13. *Further Assurances and Post-Closing Conditions*.

(a) [Reserved].

(b) Promptly upon reasonable request by the Lenders, Administrative Agent or the Collateral Agent (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral (including, without limitation, any defect or error related to certificates of title for vehicles and other rolling stock) as to which the Borrower reasonably agrees is a defect or error, (ii) notwithstanding that all of the security interests described herein with respect to the Collateral shall be effective and perfected by the DIP Order (and, in the case of Canadian Collateral, the Canadian DIP Recognition Order) and without the necessity of the execution of mortgages, security agreements, pledge agreements or other agreements, take all action that may be necessary or desirable to maintain the validity, perfection, enforceability and priority of the security interest and Liens of the Collateral Agent in the Collateral, or to enable the Collateral Agent to protect, exercise or enforce its rights hereunder, under the DIP Order and in the Collateral (and, in the case of Canadian Collateral, the Canadian DIP Recognition Order) and (iii) 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 Lenders, the Administrative Agent or the Collateral Agent may reasonably request from time to time in order to carry out more effectively the purposes of the Loan Documents and to cause the Collateral and Guarantee Requirement to be and remain satisfied.

(c) At all times engage, at the cost of the Borrower, the Operational Advisor for financial planning and analysis services, including assistance in preparation of cash flow forecasting and budget variance reporting under this Agreement pursuant to an engagement letter in form and substance reasonably satisfactory to the Lenders (it being agreed that the engagement letter in effect on the Closing Date is reasonably satisfactory); *provided* that, if for any reason the Operational Advisor becomes unavailable or unable to perform its duties under this Agreement, the Borrower shall have five (5) days (or such longer timeframe as the Lenders may agree in its sole discretion) to replace the Operational Advisor in accordance with the terms of this Agreement.

Section 6.14. *Lender Calls; Access; Diligence Requests*.

(a) The Borrower shall, and shall cause the other Loan Parties to, make the members of its senior management and its professional advisors (including the Operational Advisor) available for update calls at least once per calendar week (unless the Lenders request a lesser frequency) with the Lenders and the Lenders' respective professional advisors, at times reasonably acceptable to the Lenders to discuss the Chapter 11 Cases and the Canadian Recognition Proceedings, the then-current Approved Budget, the Budget Variance Reports, the Liquidity Reports, Sale Reports, other reporting delivered hereunder, union matters, the quantum of any obligations secured by the Canadian Priority Charges, the status of any monetization strategies being pursued by the Borrower and its Subsidiaries, including pursuant to the Bidding Procedures Order, and any other matters (including business, operational and due diligence matters) reasonably requested by the Lenders.

(b) The Borrower shall, and shall cause the other Loan Parties to, make the members of its senior management and its professional advisors (including the Operational Advisor) available from time to time, at reasonable times, and during normal business hours, upon the reasonable request of the Lenders to provide, discuss, inform and/or confer on (i) the matters described in clause (a) above, strategic planning, cash and Liquidity management, operational and restructuring activities and other matters reasonably related thereto and (ii) if reasonably necessary, any reasonable diligence requests, which may include access to books and records (including historical information) and real property assets of the Borrower and its Subsidiaries.

(c) The Borrower shall, and shall cause the members of its senior management and its professional advisors (including the Operational Advisor) to promptly provide such additional information regarding any of the matters described in clauses (a) and (b) above, and the business, legal, financial or corporate affairs of the Loan Parties or any of their respective Subsidiaries, including the business performance and tax and collateral due diligence of the Borrower and its Subsidiaries, as the Administrative Agent or any Lender may from time to time reasonably request.

Notwithstanding anything to the contrary, neither the Borrower nor any Subsidiary will be required to disclose any matter pursuant to this Section 6.14 (i) that is subject to attorney client or similar privilege or constitutes attorney work product, or (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their representative or contractors) is prohibited by law or any binding agreement (to the extent not created in contemplation of such Loan Party's obligations under this Agreement). Additionally, notwithstanding anything to the contrary in this Section 6.14, the Borrower shall be entitled to restrict and/or redact information in order to protect the competitive sales process as determined in its good faith judgment; *provided*, *further*, if any Lender is or becomes a potential bidder, the Loan Parties shall not be required to provide information to such Lender regarding the sale process that is not available to all potential bidders.

Section 6.15. *Use of Proceeds and Collateral*.

(a) The proceeds of the Initial Term Loans and the Delayed Draw Term Loans shall be applied in accordance with the Approved Budget (subject to Permitted Variances). No part of the proceeds of any Loan will be used, whether directly or indirectly in any manner that causes such Loan or the application of such proceeds to violate the Regulations of the Board, including Regulation T, Regulation U and Regulation X, or any other regulation thereof, or to violate the Exchange Act;

(b) No part of the proceeds of any Loan, the Debtors' Cash Collateral, the Collateral or the Carve-Out will be used, whether directly or indirectly:

(i) for any purpose that is prohibited under the Bankruptcy Code, the DIP Order or the applicable Canadian Orders and not in accordance with the Approved Budget (subject to Permitted Variances);

(ii) to finance or reimburse for expenses incurred or to be incurred, in both instances, in any way (A) any adversary action, suit, arbitration, proceeding, application, motion or other litigation of any type adverse to the interests of any or all of the Secured Parties, the B-2 Secured Parties, the Prepetition Secured Parties, or their respective rights and remedies under the Loan Documents, the Postpetition B-2 Loan Documents, the DIP Order, or the Prepetition Facility Documentation; or (B) any other action which with the giving of notice or passing of time would result in an Event of Default hereunder or under the Postpetition B-2 Loan Documents;

(iii) other than in respect to UST Adequate Protection Payments or Prepetition ABL Secured Parties as set forth in the DIP Order, for the payment of fees, expenses, interest or principal or any other payment with respect to the Prepetition ABL Facility, Prepetition UST Tranche A Credit Agreement or Prepetition UST Tranche B Credit Agreement;

(iv) other than for payments for director fees included in and permitted by the Approved Budget, subject to the Debtors' ability to make UST Adequate Protection Payments pursuant to the UST Adequate Protection Order, to make any payment to any board member or shareholder of any Loan Party in their capacity as such; or

(v) except as permitted by the Approved Budget (subject to Permitted Variances) to make any payment in settlement of any claim, action or proceeding without the prior written consent of the Lenders. For the avoidance of doubt, no accrued vacation payment obligations on account of employees terminated prior to the Petition Date shall be paid until all Prepetition Indebtedness has been indefeasibly paid in full in cash.

Nothing herein shall in any way prejudice or prevent the Administrative Agent or the Lenders from objecting, for any reason, to any requests, motions, or applications made in the Bankruptcy Court or the Canadian Court, including any application of final allowances of compensation for services rendered or reimbursement of expenses incurred under Sections 105(a), 330 or 331 of the Bankruptcy Code, by any party in interest (and each such order shall preserve the Administrative Agent's and the Lenders' right to review and object to any such requests, motions or applications).

Section 6.16. *Chapter 11 Cases and Canadian Recognition Proceedings*.

(a) Except where such failure is cured within two (2) Business Days of the earlier of the Borrower having knowledge thereof and any written notice by the Administrative Agent (at the direction

of the Lenders), comply in all material respects with each Chapter 11 Order and the orders of the Canadian Court in the Canadian Recognition Proceedings.

(b) Promptly provide to and discuss with the Administrative Agent and each Lender any and all information and developments in connection with (i) any proposed conveyance, sale, assignment, transfer or other disposition of all or any part of the assets of the Loan Parties or their Subsidiaries or (ii) the sale or other disposition or issuance of any Equity Interests of the Loan Parties; *provided* that the Borrower shall be entitled to restrict and/or redact commercially sensitive information to protect the competitive sales process as determined in its good faith judgment; *provided, however*, that if any Lender is or becomes a potential bidder, the Loan Parties shall not be required to provide information to such Lender regarding the sale process that is not available to all potential bidders.

(c) [Reserved].

(d) Timely pay all material obligations arising after the Petition Date in accordance with their terms after giving effect to any applicable grace and cure periods (including all reasonable and documented fees and out of pocket expenses of estate professionals when due in accordance with the interim compensation procedures approved in the Chapter 11 Cases) and timely pay and discharge promptly all material taxes, assessments and governmental charges or levies imposed upon any Loan Party or upon its income or profits or in respect of its property arising after the Petition Date, as well as all material lawful claims for labor, materials and supplies or otherwise arising after the Petition Date which, if unpaid, would become a Lien or charge upon such properties or any part thereof, before the same shall become in default; *provided* that the Borrower and each of its Subsidiaries shall not be required to pay and discharge or to cause to be paid and discharged any such obligation, tax, assessment, charge, levy or claim so long as (i) the validity or amount thereof shall be contested in good faith by appropriate proceedings (if the Borrower or its Subsidiaries shall have set aside on their books adequate reserves therefor) or (ii) non-payment and discharge thereof is permitted or required under the Bankruptcy Code, the CCAA, or order of the Bankruptcy Court or order of the Canadian Court.

ARTICLE 7
NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder or any Loan or other Obligation (other than contingent indemnification or reimbursement obligations) hereunder which is accrued or payable shall remain unpaid or unsatisfied, then from and after the Closing Date:

Section 7.01. *Liens.* The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens (i) created pursuant to any Loan Document, (ii) securing any Prepetition Indebtedness and (iii) subject to the terms and conditions of the DIP Order and the applicable Canadian Orders, securing any Postpetition B-2 Indebtedness;

(b) Liens existing immediately prior to the Petition Date and listed on Schedule 7.01(b); *provided* that the Lien does not extend to any additional property other than any replacements of such property or assets and additions and accessions thereto, after-acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property (it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition, or asset of the Borrower or any Subsidiary

and the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment provided by any lender, other equipment financed by such lender);

(c) Liens for unpaid utilities, taxes, assessments or governmental charges that are (i) not overdue for a period of more than thirty (30) days and are not otherwise delinquent, securing obligations in an amount not to exceed $500,000, or that are being contested in good faith and by appropriate actions, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or (ii) otherwise not required to be paid pursuant to Section 6.04;

(d) statutory, lease or common law Liens of landlords, sublandlords, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or other like Liens, or other customary Liens (other than in respect of Indebtedness) in favor of landlords, in each case arising in the ordinary course of business that secure amounts not overdue for a period of more than thirty (30) days or if more than thirty (30) days overdue, that either secure obligations in an amount not to exceed $100,000, are being contested in good faith and by appropriate actions, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or stayed by the Chapter 11 Cases or the Canadian Recognition Proceedings;

(e) (i) Liens in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation and (ii) Liens in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any of its Subsidiaries; *provided* that this Section 7.01(e) shall not permit liens securing letters of credit;

(f) Liens to secure the performance of bids, trade contracts, governmental contracts and leases (in the case of each of the foregoing, other than for Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations), in each case incurred in the ordinary course of business; *provided* that this Section 7.01(f) shall not permit liens securing letters of credit;

(g) (i) easements, rights-of-way, restrictions (including zoning restrictions and other land use regulations), encroachments, protrusions, reservations and other similar encumbrances and minor title defects affecting Real Property that do not in the aggregate materially interfere with the ordinary conduct of the business of the Borrower and the Subsidiaries, taken as a whole and (ii) ground leases in respect of Real Property on which facilities owned or leased by the Borrower or any of the Subsidiaries are located; *provided* in the case of this clause (ii) that such ground leases do not confer rights on the counter-party(ies) thereto superior to those of the Collateral Agent in the relevant property;

(h) Liens securing judgments not constituting an Event of Default under Section 8.01(h);

(i) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Borrower and the Subsidiaries, taken as a whole, or (ii) secure any Indebtedness*;*

(j) Liens (i) 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 or (ii) on specific items of inventory or other goods and proceeds thereof of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account

of such person to facilitate the purchase, shipment or storage of such inventory or such other goods in the ordinary course of business;

(k) 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) arising in the ordinary course of business in favor of a banking or other financial institution arising as a matter of Law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution (including the right of set-off) and that are within the general parameters customary in the banking industry or arising pursuant to the general terms and conditions of such banking institutions;

(l) Liens consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(m) Liens (i) in favor of the Borrower or a Subsidiary on assets of a Subsidiary that is not a Loan Party securing Indebtedness permitted under Section 7.03 and (ii) in favor of the Borrower or any Guarantor;

(n) any interest or title (and all encumbrances and other matters affecting such interest or title) of a lessor, sublessor, licensor or sublicensor under leases, subleases, licenses or sublicenses entered into by the Borrower or any of the Subsidiaries in the ordinary course of business; *provided*, that no such lease or sublease shall constitute a Capitalized Lease;

(o) junior Liens relating to any Multiemployer Plan or Pension Plan;

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) [reserved]

(t) [reserved];

(u) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto in the ordinary course of business;

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) [reserved];

(z) [reserved];

(aa) [reserved];

(bb) Liens expressly permitted to be granted pursuant to (i) the First Day Orders or Second Day Orders or (ii) pursuant to the DIP Order;

(cc) utility and similar deposits in the ordinary course of business; and

(dd) other Liens with respect to property or assets securing obligations other than for borrowed money of the Borrower or any Subsidiary in an aggregate principal amount not to exceed, together with all Investments made pursuant to Section 7.02(p) and Indebtedness incurred pursuant to Section 7.03(cc), $350,000 in the aggregate during the term of this Agreement; and

(ee) the CCAA Charges.

Section 7.02. *Investments.* The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, make or hold any Investments, except:

(a) Investments by the Borrower or any of the Subsidiaries in cash or Cash Equivalents in accordance with the Approved Budget (subject to Permitted Variances);

(b) [reserved];

(c) Investments (i) by and among Loan Parties and (ii) by any Loan Party in a Subsidiary that is not a Loan Party; *provided* that the aggregate amount of Investments under this clause (ii) shall not exceed $350,000 during the term of this Agreement;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit or other credits to suppliers in the ordinary course of business;

(e) Investments existing on the Petition Date and set forth on Schedule 7.02(e);

(f) Investments in Swap Contracts as in effect immediately prior to the Petition Date.

(g) [reserved];

(h) [reserved];

(i) 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;

(j) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers;

(k) advances of payroll payments to employees (other than senior management) in the ordinary course of business;

(l) [reserved];

(m) [reserved];

(n) [reserved];

(o) Guarantees by the Borrower or any Subsidiary of operating leases (other than Capitalized Leases) or of other obligations that do not constitute Indebtedness, in each case, which leases or other obligations are entered into by the Borrower or any Guarantor in the ordinary course of business;

(p) other Investments in an aggregate amount not to exceed, together with all Liens incurred pursuant to Section 7.01(dd) and Indebtedness incurred pursuant to Section 7.03(cc), $350,000 in the aggregate during the term of this Agreement;

(q) make lease, utility and other similar deposits or any other advance or deposit permitted by this Agreement, in the ordinary course of business and in accordance with the Approved Budget (subject to Permitted Variances);

(r) [reserved];

(s) Investments in Deposit Accounts or Securities Accounts opened in the ordinary course of business;

(t) [reserved];

(u) [reserved]; and

(v) Investments consisting of or resulting from (i) Indebtedness permitted under Section 7.03, (ii) Liens permitted under Section 7.01, (iii) Restricted Payments permitted under Section 7.06, (iv) Dispositions permitted by Section 7.05 and (v) fundamental changes permitted by Section 7.04; and

(w) Investments expressly permitted to be made pursuant to (i) the First Day Orders or Second Day Orders, or (ii) the DIP Order.

Section 7.03. *Indebtedness.* The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Indebtedness, except the following:

(a) Indebtedness of any Loan Party under (i) the Loan Documents and (ii) subject to the terms and conditions of the DIP Order, the Postpetition B-2 Loan Documents;

(b) (i) Indebtedness existing immediately prior to the Petition Date and listed on Schedule 7.03(b) and (ii) intercompany Indebtedness outstanding on the Petition Date;

(c) Prepetition Indebtedness; *provided* that, for the avoidance of doubt, the Borrower shall not redraw or reborrow any amounts under the Prepetition ABL Facility after the Petition Date;

(d) [reserved];

(e) [reserved];

(f) Indebtedness in respect of Swap Contracts that were designed to hedge against the Borrower's or any Subsidiary's exposure to interest rates, foreign exchange rates or commodities (including fuel) pricing risks incurred not for speculative purposes;

(g) [reserved];

(h) Indebtedness representing deferred compensation to employees of the Borrower or any of its Subsidiaries incurred in the ordinary course of business and other obligations and liabilities arising under employee benefit plans in the ordinary course of business;

(i) [reserved];

(j) [reserved];

(k) Indebtedness in respect of treasury, depository, credit card, debit card and cash management services or automated clearinghouse transfer of funds, overdraft or any similar services incurred in the ordinary course of business and in accordance with the DIP Order or any cash management order filed in connection with the Chapter 11 Cases and acceptable to the Lenders;

(l) Indebtedness consisting of the financing of insurance premiums or take-or-pay obligations contained in supply arrangements that do not constitute Guarantees, in each case, in the ordinary course of business and in accordance with the DIP Order and the Approved Budget (subject to Permitted Variances);

(m) [reserved];

(n) indebtedness of the Borrower or any of its Subsidiaries to the extent outstanding immediately prior to the Petition Date in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business and not in connection with the borrowing of money, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness incurred in the ordinary course of business with respect to reimbursement-type obligations regarding workers compensation claims;

(o) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of its Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice, not in connection with the borrowing of money or Swap Contracts and as in effect immediately prior to the Petition Date;

(p) [reserved]

(q) [reserved];

(r) [reserved];

(s) [reserved];

(t) all premiums (if any), interest (including post-petition interest and interest paid in kind), fees, expenses, charges and additional or contingent interest on obligations described in the other clauses under this Section 7.03;

(u) [reserved];

(v) [reserved];

(w) [reserved];

(x) 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;

(y) [reserved];

(z) [reserved];

(aa) [reserved];

(bb) Indebtedness expressly permitted to be incurred pursuant to (i) the First Day Orders or Second Day Orders, (ii) the Approved Budget (subject to Permitted Variances) or (iii) pursuant to the DIP Order;

(cc) other Indebtedness (other than for borrowed money) of the Borrower or any of its Subsidiaries, in an aggregate principal amount not to exceed, together with all Liens incurred pursuant to Section 7.01(dd) and Investments made pursuant to Section 7.02(p), $350,000 in the aggregate during the term of this Agreement; and

(dd) Indebtedness incurred in respect of credit cards, credit card processing services debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business.

Without limiting the foregoing, in no event shall any Loan Party incur any additional Indebtedness, other than the Carve-Out and the Canadian Priority Charges, that (x) ranks pari passu with or senior to the Loans (except for the Postpetition B-2 Obligations) or (y) benefits from a first priority Lien under Section 364 of the Bankruptcy Code or any other Debtor Relief Law (except for the Postpetition B-2 Obligations).

Section 7.04. *Fundamental Changes.* The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except (i) with the prior written consent of the Lenders (ii) as permitted by Section 7.05 and (iii) pursuant to (A) the First Day Orders or Second Day Orders, (B) the Bidding Procedures Order, (C) the DIP Order or (D) the applicable Canadian Orders.

Section 7.05. *Dispositions.* The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, make any Disposition (including, without limitation, abandoning any assets), except:

(a) Dispositions of cash and Cash Equivalents in accordance with the Approved Budget (subject to Permitted Variances);

(b) Dispositions of property to the extent (i) such Disposition is for no less than the fair market value of such property, (ii) except pursuant to a credit bid by the B-2 Lenders (or the B-2 Agent on behalf of the B-2 Lenders), 100% of the proceeds thereof are in the form of cash or Cash Equivalents, (iii) [reserved] and (iv) such Disposition is in accordance with the Bidding Procedures Order;

(c) Dispositions of property to and among Loan Parties or from a non-Loan Party to a Loan Party; *provided* that any transfer of any property by the Borrower or any Domestic Subsidiary of the Borrower to a Foreign Subsidiary of the Borrower after the Petition Date shall require the prior written consent of the Lenders;

(d) Dispositions (including write-offs, discounts, and compromises) or discounts without recourse of accounts receivable and related assets in connection with the compromise or collection thereof in the ordinary course of business;

(e) the unwinding of any Swap Contract or cash management agreement, in each case, in effect on the Petition Date;

(f) the Disposition of any account receivable in connection with the collection or compromise thereof in the ordinary course of business and consistent with past practice;

(g) the incurrence of Liens or making of Investments permitted hereunder;

(h) transfers of property subject to Casualty Events upon the receipt (where practical) of the Net Proceeds of such Casualty Event;

(i) Dispositions (including the abandonment thereof) of immaterial assets (i) in an aggregate amount not exceeding $250,000 during the term or (ii) subject to Chapter 11 Orders satisfactory to the Lenders; and

(j) Dispositions (i) made in connection with the First Day Orders or Second Day Orders, (ii) made in connection with the DIP Order or the Bidding Procedures Order, (iii) made in connection with the applicable Canadian Orders, or (iv) consented to by the Lenders and, to the extent involving B-2 Priority Collateral, the B-2 Lenders.

Section 7.06. *Restricted Payments.* The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, declare or make, directly or indirectly, any Restricted Payment, except (a) each Subsidiary may make Restricted Payments to (i) the Borrower or any other Domestic Subsidiary or Canadian Subsidiary and (ii) any other Subsidiary (and, in the case of a Restricted Payment by a non-wholly owned Subsidiary, to the Borrower and any other Subsidiary and to each other owner of Equity Interests of such Subsidiary based on their relative ownership interests of the relevant class of Equity Interests), in the case of this clause (ii), solely if required to comply with this Agreement and (b) payments of directors fees included and as permitted by the Approved Budget (subject to Permitted Variances), in each case other than UST Adequate Protection Payments pursuant to the UST Adequate Protection Order.

Section 7.07. *Organization Documents*. Except as required by the Bankruptcy Code, the Borrower shall not, nor shall the Borrower permit any of the Subsidiaries to, amend, restate, supplement or otherwise modify, or waive any of its rights under, its Organization Documents to the extent adverse in any material respect to the Lenders (in their capacities as such).

Section 7.08. *Transactions with Affiliates.* The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, enter into any transaction of any kind with any of its Affiliates, whether or not in the ordinary course of business, other than (a) transactions between or among Loan Parties or any entity that becomes a Loan Party as a result of such transaction and transactions between or among Subsidiaries that are not Loan Parties, (b) to the extent pursuant to the Approved Budget (subject to Permitted Variances), (i) Investments made pursuant to Section 7.02 and Restricted Payments permitted under Section 7.06, (ii) customary employment, consulting and severance arrangements between the Borrower and the Subsidiaries and their respective officers and employees in the ordinary course of business and transactions pursuant employee benefit plans and similar arrangements in the ordinary course of business to the extent permitted under the DIP Order, (iii) the payment of customary fees and reasonable out of pocket costs to, and customary indemnities provided on behalf of, directors, officers, employees and consultants of the Borrower and the Subsidiaries in the ordinary course of business, (iv) transactions

pursuant to agreements in existence on the Closing Date and set forth on Schedule 7.08, (v) transactions made in connection with the First Day Orders or Second Day Orders, (vi) pursuant to the Approved Budget (subject to Permitted Variances), and (vii) transactions made pursuant to the DIP Order or otherwise permitted hereunder and under the Postpetition B-2 Loan Documents.

Section 7.09. *Burdensome Agreements.* The Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, enter into or permit to exist any Contractual Obligation after the Closing Date (other than the Loan Documents, the Postpetition B-2 Loan Documents, pursuant to the Prepetition Indebtedness, or agreements entered into as permitted by the First Day Orders or Second Day Orders, the DIP Order or the Bidding Procedures Order, in each case, to the extent such orders are acceptable to the Lenders) that limits the ability of (a) any Subsidiary that is not a Guarantor to make Restricted Payments to the Borrower or any Guarantor or to make or repay loans or advances to or otherwise transfer assets to or make Investments in the Borrower or any Subsidiary that is a Guarantor or (b) any Loan Party to create, incur, assume or suffer to exist Liens on property of such Person to secure the Obligations; *provided* that the foregoing clauses (a) and (b) shall not apply to Contractual Obligations which exist on the Petition Date and are listed on Schedule 7.09 hereto.

Section 7.10. *[Reserved]*.

Section 7.11. *Budget Variance Covenants*. Commencing with the Budget Variance Test Date occurring on Friday, August 25, 2023, and on each Budget Variance Test Date occurring thereafter, the Borrower shall not, nor shall it permit any of its Subsidiaries to, permit:

(a) the sum of the actual aggregate cash receipts of the Borrower and its Subsidiaries (excluding proceeds of the Term Loans) for the Budget Variance Test Period ending immediately prior to such Budget Variance Test Date to be less than the Permitted Variance Percentage of the aggregate amount set forth for the line item in the Approved Budget entitled "Total Receipts" for such Budget Variance Test Period; or

(b) the sum of the actual aggregate operating disbursements of the Borrower and its Subsidiaries for the Budget Variance Test Period ending immediately prior to such Budget Variance Test Date to be greater than Permitted Variance Percentage of the aggregate amount set forth for the line item in the Approved Budget entitled "Total Operating Disbursements" for such Budget Variance Test Period; or

(c) the sum of the actual aggregate amounts paid by the Borrower and its Subsidiaries with respect to severance and accrued pre-petition wages for the Budget Variance Test Period ending immediately prior to such Budget Variance Test Date to be greater than Permitted Variance Percentage of the aggregate amount set forth for the line items in the Approved Budget entitled "Severance" and "Accrued Pre-Petition Wages" for such Budget Variance Test Period; or

(d) the sum of the actual aggregate disbursements of the Borrower and its Subsidiaries with respect to lienholders and on account of taxes and other restructuring costs for the Budget Variance Test Period ending immediately prior to such Budget Variance Test Date to be greater than Permitted Variance Percentage of the aggregate amount set forth for the line item in the Approved Budget entitled "Prepetition Vendors & Taxes" for such Budget Variance Test Period.

To the extent that any Budget Variance Test Period encompasses a period that is covered in more than one Approved Budget, the applicable weeks from each applicable Approved Budget shall be utilized in making the calculations pursuant to this Section 7.11.

Section 7.12. *Fiscal Year.* The Borrower shall not make any change in its fiscal year or fiscal quarters (it being understood that the Borrower's fiscal year ends on December 31 of each year, and that each of the first three fiscal quarters of each fiscal year of the Borrower ends on the March 31, June 30 and September 30, respectively); *provided, however*, that the Borrower may, upon written notice to the Administrative Agent and the Lenders, change its fiscal year and fiscal quarters to any other fiscal year (and any other fiscal quarters) reasonably acceptable to the Administrative Agent and the Lenders, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such changes.

Section 7.13. *Prepayments, Etc. of Indebtedness*. (a) Except as set forth in the Approved Budget (subject to Permitted Variances), the DIP Order, the applicable Canadian Orders, the Bidding Procedures Order, the First Day Order, the Second Day Order or the UST Adequate Protection Order, until the Initial Term Loans have been paid in full in cash, the Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly from proceeds of the B-2 Priority Collateral, voluntarily pay, prepay, redeem, purchase, defease or otherwise satisfy any principal, interest or other amounts, in any manner, with respect to any Prepetition ABL Facility Indebtedness, Prepetition UST Tranche A Facility Indebtedness or Prepetition UST Tranche B Facility Indebtedness or payables, other than (i) payments set forth in the Approved Budget (subject to Permitted Variances), (ii) UST Adequate Protection Payments, (iii) ABL Adequate Protection Fees and Expenses (as defined in the DIP Order), (iv) adequate protection payments for the B-2 Lenders, (v) any other payments contemplated by the DIP Order (including prepayments and repayments of the B-2 Obligations), and (vi) other payments agreed in writing by the Lenders and authorized by the Bankruptcy Court or the Canadian Court.

(b) Except as permitted by the DIP Order, the Borrower shall not, nor shall it permit any Subsidiary to, directly or indirectly, amend, modify, change, terminate or release in any manner materially adverse to the interests of the Lenders, any term or condition of any document comprising Prepetition Facility Documentation or any Postpetition B-2 Loan Document, in each case without the prior written consent of the Lenders.

Section 7.14. *[Reserved]*.

Section 7.15. *Leases and Other Executory Contracts; Exclusivity Period.* The Borrower shall not (i) assume or reject any executory contract or unexpired lease or (b) consent to termination or reduction of the exclusivity period to file and solicit a Plan of Reorganization or fail to object to any motion seeking to terminate or reduce such exclusivity period, in each case, without the consent of the Lenders and, to the extent constituting or impacting any B-2 Priority Collateral, the B-2 Lenders.

Section 7.16. *DIP Proceeds Account; Use of Cash*. The Borrower shall maintain the DIP Proceeds Account at all times and ensure that only proceeds of Initial Term Loans, Postpetition B-2 Loans and Delayed Draw Term Loans are deposited in the DIP Proceeds Account. The Borrower (i) shall not, nor shall it permit any Subsidiary who holds such DIP Proceeds Account, to withdraw any cash in the DIP Proceeds Account, or otherwise make any other payments during the pendency of the Chapter 11 Cases (notwithstanding the source of cash), except consistent with the Approved Budget (subject to Permitted Variances) and unless each of the following shall be true on the date of such withdrawal: (x) The representations and warranties set forth in Article 5 and in each other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; *provided*, that any such representation and warranty that is qualified by "materiality", "material adverse effect" or similar language shall be true and correct in all respects (after giving effect to such qualification therein) on and as of the date of such Credit Extension with the same effect as though made on and as of

such date or such earlier date, as applicable, and (y) no Default or Event of Default shall exist or would result from such proposed Credit Extension or from the application of the proceeds therefrom and (ii) for the avoidance of doubt, shall not permit any cash in such DIP Proceeds Account to be subject to any zero-balance or other similar automatic sweep. For the avoidance of doubt, none of the DIP Proceeds Account, any funds therein, or any proceeds of Initial Term Loans, Postpetition B-2 Loans or Delayed Draw Term Loans shall be subject to any terms or provisions in the DIP Order governing cash that constitutes Prepetition ABL Priority Collateral.

Section 7.17. *No Canadian Pension Plans.* No Loan Party shall maintain, sponsor, administer, contribute to, participate in, or have any obligations or any actual or contingent liability in respect of any Canadian Defined Benefit Pension Plan.

ARTICLE 8
EVENTS OF DEFAULT AND REMEDIES

Section 8.01. *Events of Default.* Any of the following from and after the Closing Date shall constitute an event of default (an "**Event of Default**"):

(a) *Non-Payment*. Any Loan Party fails to pay (i) when and as required to be paid herein or in any other Loan Document, any amount of principal of any Loan, (ii) within three (3) Business Days after the same becomes due, any interest on any Loan or (iii) within five (5) Business Days after the same becomes due, any other amount payable hereunder or with respect to any other Loan Document; or

(b) *Specific Covenants.* The Borrower fails to perform or observe any term, covenant or agreement contained in any of (i) Sections 6.03(a) (*provided* that the delivery of a notice of Default or Event of Default at any time will cure an Event of Default under Section 6.03(a) arising from the failure of the Borrower to timely deliver such notice of Default or Event of Default), 6.05(a) (solely with respect to the Borrower), 6.13(c), 6.14, 6.15, 6.16 or Article 7 or (ii) Section 6.01 or 6.02 and, in the case solely of this clause (ii), such failure continues for two Business Days after the earlier of (A) a Responsible Officer of the Borrower becoming aware of such default and (B) receipt by the Borrower of written notice thereof from the Administrative Agent or the Lenders; or

(c) *Other Defaults.* Any Loan Party fails to perform or observe any other term, covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for fifteen (15) days after receipt by the Borrower of written notice thereof from the Administrative Agent or the Lenders; or

(d) *Representations and Warranties.* Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any Compliance Certificate or other document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) *Cross-Default*. Except as a result of the events leading up to or resulting from the commencement of the Chapter 11 Cases, the ceasing of operations, the commencement of the Chapter 11 Cases, the Canadian Recognition Proceedings or entry into this Agreement and unless the payment, acceleration and/or the exercise of remedies with respect to any such Indebtedness is stayed by the Bankruptcy Court or the Canadian Court, any Loan Party or any Subsidiary (i) fails to make any payment after the applicable grace period with respect thereto, if any, (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any other prepetition Indebtedness (other than Indebtedness hereunder and, for the avoidance of doubt, excluding Prepetition Indebtedness) having

an outstanding aggregate principal amount of not less than the Threshold Amount or (ii) fails to observe or perform any other agreement or condition relating to any such prepetition Indebtedness, or any other event occurs (other than, with respect to Indebtedness consisting of Swap Contracts, termination events or equivalent events pursuant to the terms of such Swap Contracts and not as a result of any other default thereunder by any Loan Party), after all grace periods having expired and all required notices having been given, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, after all grace periods having expired and all required notices having been given, such prepetition Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; or

(f) *[Reserved]*; or

(g) *[Reserved]*; or

(h) *Judgments*. Except as a result of the events leading up to or resulting from the commencement of the Chapter 11 Cases or the Canadian Recognition Proceedings, the commencement of the Chapter 11 Cases or the Canadian Recognition Proceedings or entry into this Agreement and unless any such judgment is stayed by the Bankruptcy Court or the Canadian Court, there is entered against any Loan Party or any Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance or indemnity as to which the insurer or third party indemnitor has been notified of such judgment or order and has not denied coverage) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) consecutive days; or

(i) *Invalidity of Loan Documents*. Any material provision of the Loan Documents, at any time after their execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.04 or 7.05) or as a result of acts or omissions by the Administrative Agent or Collateral Agent or any Lender or the satisfaction in full of all the Obligations (other than other than contingent obligations), ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any provision of any Loan Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Loan Document (other than as a result of repayment in full of the Obligations), or purports in writing to revoke or rescind any Loan Document; or

(j) *[Reserved]*; or

(k) *Collateral Documents*. The DIP Order, the Canadian DIP Recognition Order and the Collateral Documents after delivery thereof pursuant to Sections 4.02, 6.11 or 6.13 shall for any reason (other than pursuant to the terms hereof or thereof including as a result of a transaction permitted under Section 7.04 or 7.05) cease to create, or shall be asserted by any Loan Party not to create, a valid and perfected Lien, on and security interest in the Collateral, with the priority required herein and in the DIP Order, subject to Liens permitted under Section 7.01; or

(l) *ERISA*. The occurrence of an ERISA Event pursuant to clause (r) of the definition of such term that has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(m) *[Reserved]*; or

(n) *[Reserved*]; or

(o) *The Chapter 11 Cases*.

(i) A Final Order shall not have been entered by the Bankruptcy Court on or before the date that is 45 days after the Petition Date, which Final Order shall be in full force and effect and shall not have been reversed, modified, amended, stayed, vacated, appealed or subject to pending appeal or otherwise challenged or subject to any challenge in any respect without prior consent of the Lenders; or

(ii) Any Chapter 11 Cases or Canadian Recognition Proceedings shall be dismissed (or the Bankruptcy Court or Canadian Court, as applicable, shall make a ruling requiring the dismissal of any Chapter 11 Case or Canadian Recognition Proceedings), suspended or converted to a case under chapter 7 of the Bankruptcy Code, or any Loan Party shall file any pleading, application or motion requesting any such relief; or a motion shall be filed by any Loan Party for the approval of, or there shall arise, (x) any other Claim (other than a Claim of the B-2 Lenders) having priority senior to or pari passu with the claims of the Administrative Agent and Lenders under the Loan Documents or any other claim having priority over any or all administrative expenses of the kind specified in clause (b) of Section 503 or clause (b) of Section 507 of the Bankruptcy Code (other than the Carve-Out and the Canadian Priority Charges pursuant to the applicable Canadian Orders to the extent set forth in the Canadian DIP Recognition Order and the other Canadian Orders or the adequate protection obligations under the DIP Order) or (y) any Lien on the Collateral having a priority senior to or pari passu with the Liens and security interests granted to the Collateral Agent pursuant to this Agreement, the DIP Order and/or the applicable Canadian Orders (other than Liens granted under the Prepetition B-2 Loan Documents and the Postpetition B-2 Loan Documents), except as expressly provided herein and in the DIP Order, the UST Adequate Protection Order and in the applicable Canadian Orders; or

(iii) Any Loan Party shall file a motion in the Chapter 11 Cases or the Canadian Recognition Proceedings to obtain additional or replacement financing from a party other than the Lenders or the B-2 Lenders under Section 364(d) of the Bankruptcy Code or the CCAA or to use Cash Collateral of a Lender under Section 363(c) of the Bankruptcy Code, except to the extent any such financing shall provide for the payment in full in cash of the Obligations or with the prior written consent of the Lenders; or

(iv) Any Loan Party shall file a motion seeking, or the Bankruptcy Court or the Canadian Court shall enter, an order (A) approving payment of any pre-petition claim (or the Loan Party shall otherwise make a payment on any prepetition claim) other than (x) as provided for in (i) the First Day Orders, Second Day Orders, the UST Adequate Protection Order or the applicable Canadian Orders, (ii) the Approved Budget (subject to Permitted Variances) or (iii) the DIP Order or (y) otherwise consented to by the Lenders in writing, (B) granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code or the stay of proceedings provided for in the applicable Canadian Orders to any holder of any security interest to permit foreclosure on any assets with a fair market value in excess of $250,000; or (C) except as provided in the DIP Order, and the other adequate protections set forth in the DIP Order and the UST Adequate Protection Order, approving any settlement or other stipulation not approved by the Lenders and not included in the Approved Budget with any secured creditor of any Loan Party providing for payments as adequate protection or otherwise to such secured creditor; or

(v) (A) Any Chapter 11 Order or order granted in the Canadian Recognition Proceedings shall be amended, supplemented, stayed, reversed, vacated or otherwise modified (or any Loan Party shall apply for authority to do so), in each case, in a manner adverse to the Lenders, without the written consent of the Lenders (or any Loan Party shall file, or otherwise support, any pleading, application or motion seeking such relief described in this clause (v)) or (B) any Chapter 11 Order or order granted in the Canadian Recognition Proceedings shall cease to be in full force and effect; or

(vi) An order with respect to any of the Chapter 11 Cases or Canadian Recognition Proceedings shall be entered by the Bankruptcy Court or Canadian Court, as applicable, without the express prior written consent of the Lenders (and, with respect to any provisions that adversely affect the rights or duties of any Agent, such Agent) (i) to revoke, reverse, stay, modify, supplement, vacate or amend any of the DIP Order or Canadian Orders in a manner inconsistent with this Agreement, in a manner adverse to the Lenders, or that is not otherwise consented to by the Lenders (and with respect to amendments, modifications, or supplements that adversely affect the rights or duties of any Agent, such Agent); (ii) to permit any administrative expense or any claim (other than a Claim of the B-2 Lenders) (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to the Loan Parties equal or superior to the priority of the Loans (other than the Carve-Out and the Canadian Priority Charges pursuant to the applicable Canadian Orders to the extent set forth in the Canadian DIP Recognition Order and the other Canadian Orders)) or the adequate protection Claims (other than the Carve-Out and the Canadian Priority Charges pursuant to the applicable Canadian Orders to the extent set forth in the Canadian DIP Recognition Order and the other Canadian Orders or the administrative expense claims on account of the Junior DIP Facility); or (iii) to grant or permit the grant of a Lien on the Collateral (other than Liens granted under the Postpetition B-2 Loan Documents, as expressly provided or permitted herein and in the DIP Order, the UST Adequate Protection Order and in the applicable Canadian Orders); or

(vii) An application for any of the orders described in subclauses (ii), (iv), (vi), (x), (xvii) and (xviii) of this clause (o) shall be made by a Person other than the Loan Parties, and such application is not contested by the Loan Parties in good faith or any Person obtains a non-appealable final order charging any of the Collateral under section 506(c) of the Bankruptcy Code against any Agent or the Lenders or obtains a final order adverse to any Agent or the Lenders; or

(viii) The Canadian Final DIP Recognition Order shall not have been entered by the Canadian Court on or before the date that is 15 calendar days after the date on which the Final Order is entered by the Bankruptcy Court, which Canadian Final DIP Recognition Order shall be in full force and effect and shall not have been reversed, modified, amended, stayed, vacated, appealed or subject to pending appeal or otherwise challenged or subject to any challenge in any respect without prior consent of the Lenders; or

(ix) Any of the Loan Parties shall fail to comply with the terms and conditions of any Chapter 11 Order or order granted in the Canadian Recognition Proceedings in any material respect and such failure is not cured within two (2) Business Days of the earlier of the Borrower having knowledge thereof and any written notice by the Administrative Agent (at the direction of the Lenders); or

(x) The Bankruptcy Court shall enter an order appointing a trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code, or a responsible officer or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in subclauses (3) and (4) of clause (a) of Section 1106 of the Bankruptcy Code) under clause (b) of Section 1106 of the Bankruptcy Code in the Chapter 11 Cases (or any Loan Party or any of its Subsidiaries or Affiliates shall file, or otherwise support, any pleading, application or motion seeking such relief described in this clause (x)); or

(xi) The entry of an order by the Bankruptcy Court terminating or modifying the exclusive right of any Debtor to file a Plan of Reorganization pursuant to section 1121 of the Bankruptcy Code, without the prior written consent of the Lenders; or

(xii) The Loan Parties or any of their controlled Affiliates shall support (in any such case by way of any motion, application or other pleading filed with the Bankruptcy Court or Canadian Court or any other writing to another party-in-interest executed by or on behalf of the Loan Parties or any of their Subsidiaries) any other Person's opposition of any motion made in the Bankruptcy Court or

Canadian Court by the Lenders seeking confirmation of the amount of the Lenders' claim or the validity and enforceability of the Liens in favor of the Collateral Agent; or

(xiii) (A) The Loan Parties or any of their Affiliates shall seek to, or shall support (in any such case by way of any motion, application or other pleading filed with the Bankruptcy Court or Canadian Court or any other writing to another party-in-interest executed by or on behalf of the Loan Parties or any of their Subsidiaries) any other Person's motion to, disallow in whole or in part the Lenders' claim in respect of the Obligations or to challenge the validity and enforceability of the Liens in favor of the Collateral Agent or contest any material provision of any Loan Document, (B) any Loan Party shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of the Collateral Agent or the Lenders or to subject any Collateral to assessment pursuant to section 506(c) of the Bankruptcy Code, (C) any Liens on the Collateral securing the Obligations and/or super-priority claims shall otherwise, for any reason, cease to be valid, perfected and enforceable in all respects, (D) any action is commenced by the Loan Parties that contests the validity, perfection or enforceability of any of the Liens and security interests of the Collateral Agent or the Lenders created by the DIP Order, the applicable Canadian Orders or the Loan Documents, or (E) any material provision of any Loan Document shall cease to be effective; or

(xiv) Any judgments which are in the aggregate in excess of $2,500,000 as to any postpetition obligation shall be rendered against any of the Loan Parties and the enforcement thereof shall not be stayed; or

(xv) (A) The Loan Parties or any of their Affiliates shall file any pleading, application, motion or proceeding which results in a material impairment of the rights or interests of the Lenders or (B) entry of an order of the Bankruptcy Court or Canadian Court with respect to any pleading, application, motion or proceeding brought by any other Person which results in such a material impairment of the rights or interests of the Lenders; or

(xvi) Any Loan Party or any of their Affiliates shall have filed a motion seeking the entry of, or the Bankruptcy Court or Canadian Court shall have entered, an order approving a payment to any Person (whether in cash or other property or whether as adequate protection, settlement of a dispute, or otherwise) that would be materially inconsistent with the treatment of any such Person under the Approved Budget or First Day Orders or Second Day Orders, without the prior written consent of the Lenders; or

(xvii) Any Loan Party files or publicly announces its intention to file a Plan of Reorganization that is not an Acceptable Plan, without the prior written consent of the Lenders; or

(xviii) An order shall be entered by the Bankruptcy Court transferring the Chapter 11 Cases to any other court; or

(xix) The Canadian Court shall enter an order appointing a receiver, interim receiver, trustee or similar official in respect of any of the Canadian Debtors or Canadian Collateral (other than, for certainty, the appointment of the Information Officer); or

(xx) [Reserved]; or

(xxi) [Reserved]; or

(xxii) The Bidding Procedures Order is amended, supplemented or otherwise modified without the prior written consent of the Lenders; or

(xxiii) The occurrence of a "Cash Collateral Termination Event" (or similar event) under the UST Adequate Protection Order or the DIP Order; or

(xxiv) Any Loan Party or any of their Affiliates shall have filed a motion seeking the entry of, or the Bankruptcy Court or Canadian Court shall have entered, an order approving a payment to any person that would be inconsistent with the Approved Budget (subject to Permitted Variances); or the proceeds of any Loan shall have been expended in a manner that is not in accordance with the Approved Budget (subject to Permitted Variances); or

(xxv) The filing of any Plan of Reorganization that does not propose to indefeasibly repay the Obligations and the B-2 Obligations in full in cash; or

(xxvi) [Reserved]; or

(xxvii) Failure to meet any milestone set forth on Appendix E hereto (the "**Chapter 11 Milestones**") when required, unless extended or waived in writing (which may be via email) by the Lenders.

Section 8.02. *Remedies Upon Event of Default.* Subject to the terms and conditions of the DIP Order, the Senior ICA Provisions, the Prepetition ABL Intercreditor Agreement and, solely in the case of Canadian Debtors, the applicable Canadian Orders, if any Event of Default occurs and is continuing the Administrative Agent may, at the request of the Lenders, take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, premium and all other amounts owing or payable or accrued hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived (to the extent permitted by applicable law) by the Borrower and each other Loan Party; and

(iii) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable Law (including, for greater certainty, seeking the appointment of a receiver).

In addition, subject to the giving of five (5) calendar days' written notice as set forth below and to the terms and conditions of the DIP Order and the Senior ICA Provisions in all respects, (i) the use by the Borrower and its Subsidiaries of Cash Collateral shall terminate and (ii) the automatic stay provided in Section 362 of the Bankruptcy Code shall be deemed automatically vacated without further action or order of the Bankruptcy Court and the Administrative Agent and the Lenders shall be entitled to exercise all of their respective rights and remedies under the Loan Documents and the DIP Order, including all rights and remedies with respect to the Collateral and the Guarantors. In addition to the remedies set forth above, the Administrative Agent may exercise any other remedies provided for by this Agreement and the other Loan Documents in accordance with the terms hereof and thereof or any other remedies provided by the DIP Order or applicable law, subject to the Senior ICA Provisions and the terms and conditions of the DIP Order and the applicable Canadian Orders. Notwithstanding the foregoing, any exercise of remedies is subject to the requirement of the giving of five (5) calendar days' prior written notice (which may be via e-mail) to counsel for the Loan Parties (including Canadian counsel), the Office of the U.S. Trustee, lead restructuring counsel for the B-2 Lenders, lead restructuring counsel for the B-2 Agent, counsel for the Official Committee and counsel to the Information Officer, in accordance with the terms of the DIP Order and solely in the case of the Canadian Collateral, the applicable Canadian Orders.

Section 8.03. *[Reserved]*.

Section 8.04. *Application of Funds*. Subject to the terms, conditions, priorities and provisions of the DIP Order, the applicable Canadian Orders (solely in the case of Canadian Collateral, and for certainty, subject to the Canadian Priority Charges), the Senior ICA Provisions and the Prepetition ABL Intercreditor Agreement, after the exercise of remedies provided for in Section 8.02 any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order (to the fullest extent permitted by mandatory provisions of applicable Law) (*provided* that no prepayment, repayment, repurchase, or exchange of borrowings under the Junior DIP Facility shall occur until all B-2 Obligations have first been indefeasibly paid in full in cash and any such prepayment, repayment, repurchase or exchange shall otherwise be consistent with the priorities for liens and claims securing the Junior DIP Facility as set forth in the DIP Order):

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including Attorney Costs payable under Section 10.05 and amounts payable under Article 3) payable to the Administrative Agent or the Collateral Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities, premium and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs payable under Section 10.05 and amounts payable under Article 3), ratably among them in proportion to the amounts described in this clause *Second* payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, ratably among the Secured Parties in proportion to the respective amounts described in this clause *Third* payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Secured Parties in proportion to the respective amounts described in this clause *Fourth* held by them;

Fifth, to the payment of all other Obligations of the Borrower that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations (other than contingent obligations) have been paid in full, to the Borrower or as otherwise required by Law.

ARTICLE 9
THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT

Each Lender hereby irrevocably appoints the Administrative Agent and the Collateral Agent (for purposes of this Article 9, the Administrative Agent and the Collateral Agent are referred to collectively as the "**Agents**") its agent and authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental or related thereto. Without limiting the generality of the foregoing, the Agents are hereby expressly authorized to (i) execute any and all documents with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the other Loan Documents and (ii) negotiate, enforce or settle any claim, action or proceeding affecting the Lenders in their capacity as such, at the direction of the Lenders, which

negotiation, enforcement or settlement will be binding upon each Lender. The institution serving as the Administrative Agent and/or the Collateral 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 an 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 an Agent hereunder. The Agents shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any Loan Party that is communicated or obtained by the Person serving as Administrative Agent or Collateral Agent, as applicable, or any of their Affiliates in any capacity.

Neither Agent shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) neither Agent shall be subject to any fiduciary or other implied duties, regardless of whether an Event of Default or Default has occurred and is continuing, (b) neither Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that such Agent is instructed in writing to exercise by the Lenders, and (c) except as expressly set forth in the Loan Documents, neither Agent shall have any duty to disclose, nor shall it be liable for the failure to disclose, any information relating to the Borrower or any of the Subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent and/or Collateral Agent or any of its Affiliates in any capacity. Neither Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Lenders or in the absence of its own gross negligence or willful misconduct as determined by the final non-appealable judgment of a court of competent jurisdiction. Notwithstanding the foregoing, no action nor any omission to act, taken by either Agent at the direction of the Lenders shall constitute gross negligence or willful misconduct. Neither Agent shall be deemed to have knowledge of any Event of Default or Default unless and until written notice thereof, conspicuously labeled as a "notice of default" and specifically describing such Event of Default or Default, is given to such Agent by the Borrower or a Lender, and neither Agent shall 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 thereunder or in connection therewith, (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, or (v) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to such Agent.

Each 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. Each Agent may also rely upon any statement made to it orally or by telephone and believed by it in good faith to have been made by the proper Person, and shall not incur any liability for relying thereon. Each 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.

Each 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 it. Each Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers by or 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 each Agent and any such sub-agent, and shall apply to their respective activities in connection with the arrangement of the Facilities as well as activities as Agent.

Either Agent may resign at any time by notifying the Lenders and the Borrower in writing, and either Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Borrower and such Agent and signed by the Lenders. Upon any such resignation or removal, the Lenders shall have the right, without the consent of the Borrower, to appoint a successor. If no successor shall have been so appointed by the Lenders and shall have accepted such appointment within 30 days after (i) the retiring Agent gives notice of its resignation or (ii) the Lenders deliver removal instructions, then the retiring or removed Agent may, on behalf of the Lenders, appoint a successor Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. If no successor Agent has been appointed pursuant to the immediately preceding, such Agent's resignation or removal shall become effective and the Lenders shall thereafter perform all the duties of such Agent hereunder and/or under any other Loan Document until such time, if any, as the Lenders appoint a successor Administrative Agent and/or Collateral Agent, as the case may be. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of its predecessor Agent, and its predecessor Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After an Agent's resignation hereunder, the provisions of this Article and Section 10.05 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 acting as Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Agents 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 Agents 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 or any other Loan Document, any related agreement or any document furnished hereunder or thereunder.

Each Lender acknowledges and agrees that Alter Domus Products Corp. or one or more of its Affiliates may (but is not obligated to) act as collateral agent or representative for the holders of B-2 Indebtedness and/or under the collateral agreements with respect thereto. Each Lender waives any conflict of interest, now contemplated or arising hereafter, in connection therewith and agrees not to assert against Alter Domus Products Corp. or any of its Affiliates any claims, causes of action, damages or liabilities of whatever kind or nature relating thereto.

In case of the pendency of any case or proceeding under any Debtor Relief Law or other similar law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise: (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Agents under Section 2.05, Section 3.01, and Section 10.05) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, interim receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Agents any amount due for

the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due to the Agents under Section 2.05 and Section 10.05. Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

The provisions of this Section shall survive the resignation or replacement of the Administrative Agent or Collateral Agent, the termination of the Loan Documents, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

ARTICLE 10
MISCELLANEOUS

Section 10.01. *Notices; Electronic Communications.* 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 email or fax, as follows:

(a) if to the Borrower or any other Loan Party, to it at:

Yellow Corporation
Attention of Chief Financial Officer and General Counsel
10990 Roe Avenue
Overland Park, Kansas 66211
Fax No. 913-696-6116
Tel. No. 913-696-6529 or 913-696-6132
Email: Dan.Olivier@myYellow.com and Leah.Dawson@myYellow.com

With copy to:

Kirkland & Ellis LLP
Attention of Michelle Kilkenney, Esq. and Patrick Nash, Esq.
300 North LaSalle
Chicago, Illinois 60654
Fax No. 312-862-2200
Tel. No. 312-862-2487
Email: michelle.kilkenney@kirkland.com; Patrick.nash@kirkland.com

and to:

Goodmans LLP
Attention of Robert J. Chadwick and Caroline Descours
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
Email: rchadwick@goodmans.ca; cdescours@goodmans.ca

(b) if to the Administrative Agent, to:

Alter Domus Products Corp.
225 W. Washington Street, 9th Floor

Chicago, Illinois 60606
Attention: Legal Department – Agency, Emily Ergang Pappas and Chris Capezuti
Fax No.: 312-376-0751
Tel. No.: 312-564-5100
Email: legal_agency@alterdomus.com, emily.ergangpappas@alterdomus.com and cpcagency@alterdomus.com

With a copy to:

Holland & Knight LLP
150 N. Riverside Plaza, Suite 2700
Chicago, Illinois 60606
Fax No.: 312-578-6666
Tel. No.: 312-263-3600
Attention: Joshua M. Spencer
Email: joshua.spencer@hklaw.com and alterdomus@hklaw.com

(c) if to a Lender, to it at its address (email address or fax number) set forth on Appendices A and B.

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 if delivered by hand or overnight courier service or sent by fax or on the date three Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 10.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 10.01. As agreed to among the Borrower, the Administrative Agent and the applicable Lenders from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable Person provided from time to time by such Person.

The Borrower hereby agrees, unless directed otherwise by the Lenders or Administrative Agent or unless the electronic mail address referred to below has not been provided by the Administrative Agent to the Borrower, that it will, or will cause its Subsidiaries to, provide to the Administrative Agent and/or the Lenders all information, documents and other materials that it is obligated to furnish to the Administrative Agent and/or the Lenders pursuant to the Loan Documents or to the Lenders under Article 6, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) is or relates to a Request for Credit Extension or a notice pursuant to Section 2.03, (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, or (iii) provides notice of any Default or Event of Default under this Agreement or any other Loan Document, (all such non-excluded communications being referred to herein collectively as "**Communications**"), by transmitting the Communications in an electronic/soft medium that is properly identified in a format reasonably acceptable to the Administrative Agent and/or the Lenders to an electronic mail address as directed by the Administrative Agent and/or the Lenders. In addition, the Borrower agrees, and agrees to cause its Subsidiaries, to continue to provide the Communications to the Administrative Agent, the Lenders or the Lenders, as the case may be, in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, the "**Borrower Materials**") by posting the Borrower Materials on Intralinks or another similar electronic system (the "**Platform**") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do

not wish to receive material non-public information with respect to the Borrower, its Subsidiaries or any of their respective securities) (each, a "**Public Lender**"). The Borrower hereby agrees (w) to use commercially reasonable effort to make all Borrower Materials that are to be made available to Public Lenders clearly and conspicuously "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or any of its securities for purposes of United States federal and state securities laws (*provided*, *however*, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.16); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor;" and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Investor." Notwithstanding the foregoing, the following Borrower Materials shall be marked "PUBLIC", unless the Borrower notifies the Administrative Agent promptly that any such document contains material non-public information: (1) the Loan Documents, (2) financial statements and related documentation, in each case, provided pursuant to Section 6.01 and (3) notification of changes in the terms of the Facilities.

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities laws, to make reference to Communications that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower, its Subsidiaries or any of their respective securities for purposes of United States Federal or state securities laws.

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY SUCH PERSON IS FOUND IN A FINAL NON-APPEALABLE RULING BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH PERSON'S OR ITS RELATED PARTIES' GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH, IN EACH CASE, AS DETERMINED BY THE FINAL NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION.

The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the

Administrative Agent for purposes of the Loan Documents. Each Lender agrees that receipt of notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and that the foregoing notice may be sent to such e-mail address.

Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

Section 10.02. *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 or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the making by the Lenders of the Loans, regardless of any investigation made by the Lenders or on their behalf or that any Agent or Lender may have had notice of any Default or Event of Default at the time of any Credit Extension, 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 other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated. The provisions of Section 3.01, Section 3.03 Article 9 and Section 10.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent or any Lender.

Section 10.03. *Binding Effect.* This Agreement shall become effective when it shall have been executed and delivered by the Borrower, each other Loan Party hereto on the Closing Date and 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.

Section 10.04. *Successors and Assigns*.

(a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower, the Administrative Agent, the Collateral Agent or the Lenders that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns.

(b) The Commitments of the Lenders described herein and the Loans issued hereunder may not be assigned by the Lenders and the Lenders may not sell or grant participations in the Loans or Commitments. No Lender shall assign or delegate any of its rights or duties hereunder without the prior written consent of the Administrative Agent and the Borrower, and any attempted assignment without such consent shall be null and void.

(c) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of and the interest on 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 error and the Borrower, the Administrative Agent, the Collateral Agent 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 Collateral Agent and, as to entries pertaining to it, any Lender, at any reasonable time and from time to time upon reasonable prior written notice. This Section 10.04(c) shall be construed so that all Loans are at all times maintained in "registered form" within the meaning of Section 163(f), 871(h)(2) and 881(c)(2) of the Code and any related Treasury regulations (or any other relevant or successor provisions of the Code or of such Treasury regulations).

(d) The Borrower shall not assign or delegate any of its rights or duties hereunder without the prior written consent of the Administrative Agent and each Lender, and any attempted assignment without such consent shall be null and void.

Section 10.05. *Expenses; Indemnity*.

(a) The Borrower agrees (i) promptly following (and in any event within the period set forth in the DIP Order) written demand (including documentation reasonably supporting such request) therefor, to pay or reimburse the Administrative Agent, the Collateral Agent and the Lenders for all reasonable and documented out-of-pocket costs and expenses (including the documented fees and expenses of Holland & Knight LLP, Ropes & Gray LLP and Blake, Cassels & Graydon LLP) incurred in connection with the preparation, negotiation and execution of the DIP Term Sheet, this Agreement and the other Loan Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby (including Attorney Costs which in the case of the Agents, shall be limited to Attorney Costs of one counsel to the Agents and one local counsel in each applicable jurisdiction for the Agents) and (ii) from and after the Closing Date, promptly following (and in any event within the period set forth in the DIP Order) written demand (including documentation reasonably supporting such request) therefor, to pay or reimburse the Administrative Agent, the Collateral Agent and each Lender promptly following written demand for all reasonable and documented out-of-pocket costs and expenses (including the documented fees and expenses of Holland & Knight LLP, Ropes & Gray LLP and Blake, Cassels & Graydon LLP) incurred in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of any rights or remedies under the DIP Term Sheet, this Agreement or the other Loan Documents (including all such out-of-pocket costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law, and including Attorney Costs). To the extent otherwise reimbursable by the foregoing sentence of this section, the foregoing costs and expenses shall include all reasonable search, filing, recording, title insurance, survey, environmental, property condition report and zoning report charges and fees related thereto, and other reasonable and documented out of pocket expenses incurred by any Agent. The foregoing costs and expenses shall also include all recording and filing fees charged by governmental authorities to record and/or file Collateral Documents.

(b) Whether or not the transactions contemplated hereby are consummated, the Loan Parties shall, jointly and severally, indemnify and hold harmless the Administrative Agent, the Collateral Agent and their respective Affiliates, successors and permitted assigns (or the directors, officers, employees, agents, advisors and members of each of the foregoing) (each an "**Agent Indemnitee**" and collectively, the "**Agent Indemnitees**") and each Lender and their respective Affiliates, successors and permitted assigns (or the directors, officers, employees, agents, advisors and members of each of the foregoing) (each a "**Lender Indemnitee**" and collectively, the "**Lender Indemnitees**"; together with, the Agent Indemnitees, collectively the "**Indemnitees**") from and against any and all actual losses, damages, claims, liabilities and reasonable documented out-of-pocket costs and expenses (including Attorney Costs which shall be limited to Attorney Costs of one outside counsel for the Agent Indemnitees and Attorney Costs of one outside counsel for the Lender Indemnitees (and, if necessary, one local counsel in each applicable jurisdiction and, in the event of any actual or reasonably perceived conflict of interest, one additional counsel for each type

of similarly situated affected Indemnitees)) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any Agent Indemnitee or Lender Indemnitee in any way relating to or arising out of or in connection with (i) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the Transactions or the other transactions contemplated thereby, (ii) any Commitment or Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release of Hazardous Materials at, on, under or from any property, vehicle or facility currently or formerly owned, leased or operated by the Loan Parties or any Subsidiary, or any other Environmental Liability related in any way to any Loan Parties or any Subsidiary, 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 (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Agent Indemnitee or Lender Indemnitee is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of its Affiliates or equityholders in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of any such Agent Indemnitee or Lender Indemnitee; *provided* that, notwithstanding the foregoing, such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, damages, claims, liabilities and expenses resulted from (x) the gross negligence, bad faith or willful misconduct of such Indemnitee or of any affiliate, director, officer, employee, counsel, agent or attorney-in-fact of such Indemnitee, as determined by the final non-appealable judgment of a court of competent jurisdiction or (y) any dispute solely among the Indemnitees other than (1) any claim against an Indemnitee in its capacity or in fulfilling its role as Administrative Agent, Collateral Agent or similar role and (2) any claim arising out of any act or omission of the Borrower or any of its Affiliates. No Indemnitee or any other party hereto shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement except to the extent that such damages resulted from the (A) gross negligence, bad faith or willful misconduct of such Indemnitee or of any affiliate, director, officer, employee, counsel, agent or attorney-in-fact of such Indemnitee, as determined by the final non-appealable judgment of a court of competent jurisdiction or (B) the material breach by such Indemnitee of its or of any affiliate, director, officer, employee, counsel, agent or attorney-in-fact of such Indemnitee's obligations under the Loan Documents, as determined by the final non-appealable judgment of a court of competent jurisdiction. In the case of a claim, investigation, litigation or other proceeding to which the indemnity in this Section 10.05 applies, such indemnity shall be effective whether or not such claim, investigation, litigation or proceeding is brought by any Loan Party, any Subsidiary of any Loan Party, any Loan Party's directors, stockholders or creditors or other Affiliates or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents are consummated. For the avoidance of doubt, this paragraph shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) To the extent the Agent Indemnitees are not reimbursed and indemnified by the Loan Parties, and without limiting the obligation of the Loan Parties to do so, the Lenders shall indemnify and hold harmless the Agent Indemnities, based on and to the extent of such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought), from and against any and all losses, claims, damages, liabilities and related expenses (including Attorney Costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any Agent Indemnitee in any way relating to or arising out of or in connection with this Agreement or any other Loan Document or in the performance by the Agents in its duties under the Loan Documents; *provided* that no Lender shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from any Agent Indemnitees gross negligence, bad faith or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). Without limiting the foregoing, to the extent not paid or reimbursed by the Loan Parties, each Lender shall pay or reimburse the Agent

Indemnitees based on and to the extent of such Lender's pro rata share of all reasonable and documented out-of-pocket costs and expenses reimbursable pursuant to Section 10.05, incurred in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of any rights or remedies under this Agreement or the other Loan Documents (including all such out-of-pocket costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law, and including all Attorney Costs). For purposes hereof, if the Term Loans have been paid in full prior to such determination pursuant to the immediately preceding sentence, then each such Lender's "pro rata share" shall be determined as of the last date the Term Loans were in effect immediately prior to such payment in full. The provisions of this Section shall survive the resignation or replacement of the Administrative Agent or Collateral Agent, the termination of the Loan Documents, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(d) To the extent permitted by applicable Law, (i) no Loan Party shall assert, and each hereby waives, any claim against any Indemnitee and (ii) no Indemnitee shall assert, and each hereby waives, any claim against any Loan Party, 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, the DIP Term Sheet, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions or any Loan or the use of the proceeds thereof (whether before or after the Closing Date); *provided* that the foregoing shall in no event limit the Loan Parties' indemnification obligations under clause (b) above.

(e) The provisions of this Section 10.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the expiration of the Commitments, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent, the Collateral Agent or any Lender.

Section 10.06. *Right of Setoff.* In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender and its Affiliates (and the Agents, in respect of any unpaid fees, costs and expenses payable hereunder) is authorized at any time and from time to time (with the prior consent of the Administrative Agent), without prior notice to any Loan Party, any such notice being waived by each Loan Party (on its own behalf and on behalf of each of its Subsidiaries), to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) (other than payroll accounts, trust and tax accounts, escrow accounts, employee benefits accounts or petty cash accounts) at any time held by, and other indebtedness at any time owing by, such Lender and its Affiliates or the Collateral Agent to or for the credit or the account of the respective Loan Parties against any and all matured Obligations owing to such Lender and its Affiliates or the Collateral Agent hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent or such Lender or Affiliate shall have made demand under this Agreement or any other Loan Document and although such Obligations may be denominated in a currency different from that of the applicable deposit or Indebtedness. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set off and application made by such Lender; *provided*, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent, the Collateral Agent and each Lender under this Section 10.06 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent, the Collateral Agent and such Lender may have at Law.

Section 10.07. *Applicable Law.* This Agreement and the other Loan Documents shall be governed by, and construed in accordance with, the law of the State of New York, except to the extent New York law is superseded by the Bankruptcy Code.

Section 10.08. *Waivers; Amendment*.

(a) No failure or delay of the Administrative Agent, the Collateral Agent or any Lender in exercising any power or right 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 Collateral Agent 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 this Agreement or any other Loan Document or consent to any departure by the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(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 Administrative Agent, the Borrower and the Lenders.

Section 10.09. *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 or participation in accordance with applicable Law, the rate of interest payable in respect of such Loan or participation 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 or participation but were not payable as a result of the operation of this Section 10.09 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or participations 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.

Section 10.10. *Entire Agreement.* This Agreement, the Agency Fee Letter and the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof. Any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement and the other Loan Documents. Nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any Person (other than the parties hereto and thereto, their respective successors and assigns permitted hereunder and, to the extent expressly contemplated hereby, the Related Parties of each of the Lenders, Administrative Agent, the Collateral Agent and the Lenders) any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

Section 10.11. *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 RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. 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 AND THE OTHER LOAN

DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11.

Section 10.12. *Severability.* In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of 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 10.13. *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, and shall become effective as provided in Section 10.03. Delivery of an executed signature page to this Agreement by facsimile or other electronic imaging transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 10.14. *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 are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 10.15. *Jurisdiction; Consent to Service of Process*.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Bankruptcy Court or, in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan 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 the Bankruptcy Court or, in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, such New York State or, to the extent permitted by law, 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.

(b) Each of the parties 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 the other Loan Documents in the Bankruptcy 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.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(d) Notwithstanding anything to the contrary herein, the Canadian Recognition Proceedings and the orders of the Canadian Court granted therein shall be subject to the exclusive jurisdiction of the Canadian Court.

Section 10.16. *Confidentiality.* Each of the Administrative Agent, the Collateral 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' officers, directors, employees and agents, including accountants, financing sources, legal counsel and other advisors involved in the Transaction on a "need to know" basis (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), (b) to the extent requested by any regulatory authority or quasi-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 (and in such case, such Person shall promptly notify the Borrower of such disclosure), (d) in connection with the exercise of any remedies hereunder or under the other Loan Documents or any suit, action or proceeding relating to the enforcement of its rights hereunder or thereunder, (e) subject to an agreement containing provisions substantially the same as those of this Section 10.16, to (i) any actual or prospective assignee of or participant in any of its rights or obligations under this Agreement and the other Loan Documents or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower or any Subsidiary or of their respective obligations, (f) with the prior written consent of the Borrower, (g) on a confidential basis to (x) any rating agency in connection with rating the Borrower or its Subsidiaries or the Facility or (y) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Facility, or (h) to the extent such Information becomes publicly available other than as a result of a material breach of this Section 10.16 or other confidentiality obligation owed to the Borrower or any of its Subsidiaries. For the purposes of this Article, "**Information**" shall mean all information received from the Borrower and related to the Borrower, its business, other than any such information that was available to the Administrative Agent, the Collateral Agent or any Lender on a nonconfidential basis prior to its disclosure by the Borrower not in violation of any confidentiality or obligation owed to the Borrower and the Subsidiaries. In addition, each Agent and each Lender may disclose the existence of this Agreement and the information about this Agreement to market data collectors, similar services providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement and the other Loan Documents. Any Person required to maintain the confidentiality of Information as provided in this Section 10.16 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 its own confidential information.

Section 10.17. *Reserved*.

Section 10.18. *USA PATRIOT Act Notice.* Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT 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 or the Administrative Agent, as applicable, to identify the Borrower in accordance with the USA PATRIOT Act.

Section 10.19. *Collateral And Guaranty Matters*. The Lenders irrevocably agree:

(a) that any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document shall be automatically released (i) upon termination of all Commitments hereunder and payment in full of all Obligations (other than contingent obligations not yet accrued or payable), (ii) at the time the property subject to such Lien is disposed as part of or in connection with any disposition permitted hereunder or under any other Loan Document to any Person other than a Person required to grant a Lien to the Administrative Agent or the Collateral Agent under the Loan Documents, (iii) subject to Section 10.08, if the release of such Lien is approved, authorized or ratified in

writing by the Lenders, (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guaranty pursuant to Section 11.10, (v) any such property constitutes Excluded Property or (vi) in accordance with the Prepetition ABL Intercreditor Agreement or any Chapter 11 Order;

(b) [reserved]; and

(c) that any Guarantor shall be automatically released from its obligations under the Guaranty as provided in Section 11.10.

Upon request by the Administrative Agent or the Collateral Agent at any time, the Lenders will confirm in writing the Administrative Agent's or the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 10.19. In each case as specified in this Section 10.19, the Administrative Agent or the Collateral Agent will (and each Lender irrevocably authorizes the Administrative Agent and the Collateral Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as the Borrower may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to evidence the release of such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 10.19.

Section 10.20. *Limitation on Liability*. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS: (A) NO INDEMNITEE SHALL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THEIR RESPECTIVE ACTIVITIES RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, THE TERM LOANS, OR OTHERWISE IN CONNECTION WITH THE FOREGOING; (B) WITHOUT LIMITING THE FOREGOING, NO INDEMNITEE SHALL BE SUBJECT TO ANY EQUITABLE REMEDY OR RELIEF, INCLUDING SPECIFIC PERFORMANCE OR INJUNCTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY; (C) NO INDEMNITEE SHALL HAVE ANY LIABILITY TO THE LOAN PARTIES, FOR DAMAGES OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY; AND (D) IN NO EVENT SHALL ANY INDEMNITEE'S LIABILITY TO THE LOAN PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY EXCEED ACTUAL DIRECT DAMAGES INCURRED BY THE LOAN PARTIES OF UP TO $10,000,000 IN THE AGGREGATE; *PROVIDED* THAT THE FOREGOING SHALL IN NO EVENT LIMIT THE LENDERS' INDEMNIFICATION OBLIGATIONS TO THE AGENT INDEMNITEES UNDER SECTION 10.05 OF THIS AGREEMENT; *PROVIDED FURTHER* THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY RESULTING FROM FRAUD BY THE INDEMNITEES.

Section 10.21. *Payments Set Aside.* To the extent that any payment by or on behalf of the Borrower or any other Loan Party is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall, to the fullest extent possible under provisions of applicable Law, be revived and continued in full force and effect as if such payment

had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Federal Funds Effective Rate from time to time in effect.

Section 10.22. *No Advisory or Fiduciary Responsibility*.

(a) In connection with all aspects of each transaction contemplated hereby, each Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that (i) the facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Borrower and its Subsidiaries, on the one hand, and the Agents and the Lenders, on the other hand, and the Borrower and its Subsidiaries are capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof), (ii) the Agents, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from, and may conflict with, those of the Borrower and its Affiliates, and none of the Agents or the Lenders has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship, and (iii) the Agents and the Lenders have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Loan Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate.

(b) Each Loan Party acknowledges and agrees that each Lender and any of its affiliates may lend money to, invest in, and generally engage in any kind of business with, the Borrower, any of its Affiliates or any other person or entity that may do business with or own securities of any of the foregoing, all as if such Lender or Affiliate thereof were not a Lender (or an agent or any other person with any similar role under the Facilities) and without any duty to account therefor to any other Lender, the Borrower or any Affiliate of the foregoing. Each Lender and any of its Affiliates may accept fees and other consideration from the Borrower or any of its Affiliates for services in connection with this Agreement, the Facilities, the commitment letter or otherwise without having to account for the same to any other Lender, the Borrower or any Affiliate of the foregoing.

Section 10.23. *Release*. Each of the Loan Parties and each of their estates, on its own behalf and on behalf of its and their respective predecessors, successors, heirs, and past, present and future subsidiaries and assigns, hereby absolutely, unconditionally, and irrevocably releases and forever discharges and acquits the Secured Parties and each of their respective Related Parties (solely in their capacities as such) (collectively, the "**Released Parties**"), from any and all liability to the Loan Parties (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind, nature and description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, in contract or tort, in each case arising out of or related to the Loan Documents, the Loans, the negotiation thereof, and the transactions and agreements reflected thereby, that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter may have against any of the Released Parties for or by reason of any act, omission, matter, or cause arising at any time on or prior to the date of this Agreement; provided that the release set forth in this section shall not release (i) any claims against or liabilities of a Released Party that a court of competent jurisdiction determines by a final non-appealable order to have directly and primarily resulted from such Released Party's bad faith, fraud,

gross negligence, or willful misconduct, or (ii) any Secured Party from honoring its/their obligations to the Loan Parties under the Loan Documents.

Section 10.24. *Process Agent*. Each Guarantor irrevocably appoints Borrower, and Borrower hereby accepts such irrevocable appointment, as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on behalf of such Guarantor and its Property and revenues service of copies of the summons and complaint and any other process which may be served in any such suit, action or proceeding brought in the Bankruptcy Court and/or the State of New York, and such Guarantor agrees that the failure of Borrower to give any notice of any such service of process to such Guarantor shall not impair or affect the validity of such service or, to the extent permitted by applicable law, the enforcement of any judgment based thereon.

Section 10.25. *Waiver of Immunity.* To the extent that any Guarantor may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), such Guarantor hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity with respect to its obligations under this Agreement and the other Loan Documents to which it is a party.

Section 10.26. *DIP Order, Prepetition ABL Intercreditor Agreement and Senior ICA Provisions Control.* To the fullest extent possible, the terms and provisions of this Agreement and the other Loan Documents shall be read together with the terms and provisions of the DIP Order, the Prepetition ABL Intercreditor Agreement and the Senior ICA Provisions, as applicable, so that the terms and provisions of this Agreement and the Loan Documents do not conflict with the terms and provisions of the DIP Order, the Prepetition ABL Intercreditor Agreement or the Senior ICA Provisions; *provided* that, notwithstanding the foregoing or anything herein to the contrary in this Agreement or the Loan Documents, (i) in the event of any conflict or inconsistency between the terms and provisions of this Agreement or any other Loan Document (on the one hand) and the DIP Order (on the other hand), the applicable terms and provisions of the DIP Order shall govern and control to the extent of such conflict or inconsistency, (ii) in the event of any conflict or inconsistency between the terms and provisions of this Agreement or any other Loan Document (on the one hand) and the terms and provisions of the Prepetition ABL Intercreditor Agreement (on the other hand), the applicable terms and provisions of the Prepetition ABL Intercreditor Agreement shall govern and control to the extent of such conflict or inconsistency and (iii) in the event of any conflict or inconsistency between the terms and provisions of this Agreement or any other Loan Document (on the one hand) and the Senior ICA Provisions (on the other hand), the applicable Senior ICA Provisions shall govern and control to the extent of such conflict or inconsistency; it being expressly understood and agreed that the inclusion in any Loan Document of terms and provisions or supplemental rights or remedies in favor of the Administrative Agent, Collateral Agent or Lenders not addressed in the DIP Order , the Prepetition ABL Intercreditor Agreement or the Senior ICA Provisions shall not be deemed to be in conflict with the DIP Order, the Prepetition ABL Intercreditor Agreement or the Senior ICA Provisions and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

Section 10.27. *Québec Security.* For the purposes of the grant of security under the laws of the Province of Quebec which may now or in the future be required to be provided by any Loan Party, the Administrative Agent is hereby irrevocably authorized and appointed by each of the Lenders hereto to act as hypothecary representative (within the meaning of Article 2692 of the Civil Code of Quebec) for all present and future Lenders (in such capacity, the "**Hypothecary Representative**") in order to hold any hypothec granted under the laws of the Province of Quebec and to exercise such rights and duties as are conferred upon the Hypothecary Representative under the relevant deed of hypothec and applicable Laws

(with the power to delegate any such rights or duties). The execution prior to the date hereof by the Administrative Agent in its capacity as the Hypothecary Representative of any deed of hypothec or other security documents made pursuant to the laws of the Province of Quebec, is hereby ratified and confirmed. Any Person who becomes a Lender or successor Administrative Agent shall be deemed to have consented to and ratified the foregoing appointment of the Administrative Agent as the Hypothecary Representative on behalf of all Secured Parties, including such Person and any Affiliate of such Person designated above as a Lender. For greater certainty, the Administrative Agent, acting as the Hypothecary Representative, shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Administrative Agent in this Agreement, which shall apply mutatis mutandis. In the event of the resignation of the Administrative Agent (which shall include its resignation as the Hypothecary Representative) and appointment of a successor Administrative Agent, such successor Administrative Agent shall also act as the Hypothecary Representative, as contemplated above.

ARTICLE 11
GUARANTEE

Section 11.01. *The Guarantee.* Each Guarantor hereby jointly and severally with the other Guarantors guarantees, as a primary obligor and not as a surety to each Secured Party and their respective permitted successors and assigns, the prompt payment in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of (i) Title 11 of the United States Code after any bankruptcy or insolvency petition under Title 11 of the United States Code and (ii) any other Debtor Relief Laws, whether or not such items are allowed or allowable as a claim in any applicable proceeding) on the Loans made by the Lenders to, and the Term Notes or Delayed Draw Term Notes (if any) issued hereunder and held by each Lender of, the Borrower, and all other Obligations from time to time owing to the Secured Parties by any other Loan Party under any Loan Document strictly in accordance with the terms thereof (such obligations being herein collectively called the "**Guaranteed Obligations**"). The Guarantors hereby jointly and severally agree that if the Borrower or other Guarantor(s) shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 11.02. *Obligations Unconditional.* The obligations of the Guarantors under Section 11.01 shall constitute a guaranty of payment and to the fullest extent permitted by applicable Law, are absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations of the Borrower or any other Guarantor under this Agreement, any Term Notes or Delayed Draw Term Notes, as applicable, issued under this Agreement, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (except for payment). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to the Guarantors, to the extent permitted by Law, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement, the Term Notes or the Delayed Draw Term Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of, any Secured Party or Agent as security for any of the Guaranteed Obligations shall fail to be perfected; or

(e) the release of any other Guarantor pursuant to Section 11.10.

Section 11.03. *Certain Waivers, Etc.* The Guarantors hereby expressly waive (to the extent permitted by applicable Law) diligence, presentment, demand of payment, protest and, to the extent permitted by Law, all notices whatsoever, and any requirement that any Secured Party exhaust any right, power or remedy or proceed against the Borrower under this Agreement, the Term Notes or the Delayed Draw Term Notes issued hereunder, if any, or any other agreement or instrument referred to herein or therein, or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors waive, to the extent permitted by Law, any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this Guarantee or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guarantee, and all dealings between the Borrower and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. This Guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by Secured Parties, and the obligations and liabilities of the Guarantors hereunder shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other Person at any time of any right or remedy against the Borrower or against any other Person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and the successors and permitted assigns thereof, and shall inure to the benefit of the Secured Parties, and their respective successors and permitted assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding. Each Guarantor waives (to the extent permitted by Law) any rights and defenses that are or may become available to it by reason of §§ 2787 to 2855, inclusive, and §§ 2899 and 3433 of the California Civil Code. As provided in Section 10.07, the provisions of this Article 11 shall be governed by, and construed in accordance with, the laws of the State of New York. The foregoing waivers and the provisions hereinafter set forth in this Article 11 which pertain to California law are included solely out of an abundance of caution, and shall not be construed to mean that any of the above-referenced provisions of California law are in any way applicable to this Article 11, to any other provision of this Agreement or to the Obligations.

Section 11.04. *Reinstatement.* The obligations of the Guarantors under this Article 11 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or other Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

Section 11.05. *Subrogation; Subordination.* Each Guarantor hereby agrees that until the indefeasible payment and satisfaction in full in cash of all Guaranteed Obligations (other than contingent obligations) and the expiration and termination of the Commitments of the Lenders under this Agreement, it shall waive any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 11.01, whether by subrogation, contribution or otherwise, against the Borrower or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations. Any Indebtedness of any Loan Party to any Person that is not a Loan Party permitted pursuant to Section 7.03(b) or 7.03(d) shall be subordinated to such Loan Party's Obligations in a manner reasonably acceptable to the Lenders.

Section 11.06. *Remedies.* The Guarantors jointly and severally agree that, as between the Guarantors and the Lenders, the obligations of the Borrower under this Agreement, the Term Notes or the Delayed Draw Term Notes issued hereunder, if any, may be declared to be forthwith due and payable as provided in Section 8.02 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 8.02) for purposes of Section 11.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 11.01, subject to the terms and conditions of the DIP Order, the applicable Canadian Orders, the Senior ICA Provisions and the Prepetition ABL Intercreditor Agreement.

Section 11.07. *Instrument for the Payment of Money.* Each Guarantor hereby acknowledges that the guarantee in this Article 11 constitutes an instrument for the payment of money, and consents and agrees that any Secured Party or Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

Section 11.08. *Continuing Guarantee.* The guarantee in this Article 11 is a continuing guarantee of payment, and shall apply to all Guaranteed Obligations whenever arising.

Section 11.09. *General Limitation on Guarantee Obligations.* In any action or proceeding involving any state corporate, limited partnership or limited liability company law, or any applicable state, provincial, territorial, federal or foreign bankruptcy, insolvency, reorganization or other Law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 11.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 11.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Loan Party or any other Person, be automatically limited and reduced to the highest amount (after giving effect to the right of contribution established in Section 11.11) that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 11.10. *Release of Guarantors.* If, in compliance with the terms and provisions of the Loan Documents, all or substantially all of the Equity Interests or property of any Guarantor are sold or otherwise transferred to a Person or Persons none of which is a Loan Party (any such Guarantor, a "**Transferred Guarantor**"), such Transferred Guarantor shall, upon the consummation of such sale or transfer or other transaction, be automatically released from its obligations under this Agreement (including under Section 10.05 hereof) and its obligations to pledge and grant any Collateral owned by it pursuant to any Collateral Document and, in the case of a sale of all or substantially all of the Equity Interests of the Transferred Guarantor, the pledge of such Equity Interests to the Collateral Agent pursuant to the Collateral Documents shall be automatically released, and, the Collateral Agent shall take such actions as are necessary to effect

each release described in this Section 11.10 in accordance with the relevant provisions of the Collateral Documents; *provided*, that no Guarantor shall be released as provided in this paragraph if such Guarantor continues to be a guarantor in respect of any Prepetition Indebtedness.

When all Commitments hereunder have terminated, and all Loans or other Obligations hereunder which are accrued and payable have been paid or satisfied, this Agreement and the Guarantees made herein shall automatically terminate with respect to all Obligations, except with respect to Obligations that expressly survive such repayment pursuant to the terms of this Agreement.

Section 11.11. *Right of Contribution.* Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 11.05. The provisions of this Section 11.11 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the Secured Parties, and each Guarantor shall remain liable to the Administrative Agent and the Secured Parties for the full amount guaranteed by such Guarantor hereunder.

Section 11.12. *Additional Guarantor Waivers and Agreements*.

(a) Each Guarantor understands and acknowledges that if the Collateral Agent or any other Secured Party forecloses judicially or nonjudicially against any real property security for the Obligations, that foreclosure could impair or destroy any ability that such Guarantor may have to seek reimbursement, contribution, or indemnification from the Borrower or others based on any right such Guarantor may have of subrogation, reimbursement, contribution, or indemnification for any amounts paid by such Guarantor under the Guaranty. Each Guarantor further understands and acknowledges that in the absence of this paragraph, such potential impairment or destruction of such Guarantor's rights, if any, may entitle such Guarantor to assert a defense to this Guaranty based on Section 580d of the California Code of Civil Procedure as interpreted in Union Bank v. Gradsky, 265 Cal. App. 2d 40 (1968). By executing this Guaranty, each Guarantor freely, irrevocably, and unconditionally: (i) waives (to the extent permitted by Law) and relinquishes that defense and agrees that such Guarantor will be fully liable under this Guaranty even though the Collateral Agent or any other Secured Party may foreclose, either by judicial foreclosure or by exercise of power of sale, any deed of trust securing the Obligations; (ii) agrees that such Guarantor will not assert that defense in any action or proceeding which the Administrative Agent, the Collateral Agent or any other Secured Party may commence to enforce this Guaranty; (iii) acknowledges and agrees that the rights and defenses waived by such Guarantor in this Guaranty include any right or defense that such Guarantor may have or be entitled to assert based upon or arising out of any one or more of §§ 580a, 580b, 580d, or 726 of the California Code of Civil Procedure or § 2848 of the California Civil Code; and (iv) acknowledges and agrees that the Secured Parties are relying on this waiver in creating the Obligations, and that this waiver is a material part of the consideration which the Secured Parties are receiving for creating the Obligations.

(b) Each Guarantor waives (to the extent permitted by Law) all rights and defenses that such Guarantor may have because any of the Obligations is secured by real property. This means, among other things: (i) the Administrative Agent, the Collateral Agent and the other Secured Parties may collect from such Guarantor without first foreclosing on any real or personal property Collateral pledged by the other Loan Parties; and (ii) if the Collateral Agent or any other Secured Party forecloses on any real property Collateral pledged by the other Loan Parties: (A) the amount of the Obligations may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) the Administrative Agent, the Collateral Agent and the other Secured Parties may collect from such Guarantor even if the Secured Parties, by foreclosing on the real property Collateral, have

destroyed any right such Guarantor may have to collect from the Borrower. This is an unconditional and irrevocable waiver of any rights and defenses such Guarantor may have because any of the Obligations is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon § 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

(c) Each Guarantor waives (to the extent permitted by Law) any right or defense it may have at law or equity, including California Code of Civil Procedure § 580a, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure.

ARTICLE 12
RESERVED

ARTICLE 13
SECURITY AND ADMINISTRATIVE PRIORITY

Section 13.01. *[Reserved]*.

Section 13.02. *[Reserved]*.

Section 13.03. *[Reserved]*.

Section 13.04. *Collateral; Grant of Lien and Security Interest*.

(i) Pursuant to the DIP Order and in accordance with the terms thereof, and, in the case of the Canadian Collateral, the Canadian DIP Recognition Order, as security for the full and timely payment and performance of all of the Obligations, each of the Loan Parties hereby collaterally assigns, pledges and grants to the Collateral Agent, for the benefit of itself, the Administrative Agent, the Lenders, the Indemnitees and any other holders of the Obligations (collectively, the "**Secured Parties**"), a security interest in, and Lien on, the Collateral, which is hereby acknowledged to include all of the property, assets or interests in property or assets of such Person, of any kind or nature whatsoever, real or personal, tangible and intangible now existing or hereafter acquired or created, including all property of the "estate" (within the meaning of the Bankruptcy Code) of the Loan Parties, and all accounts, inventory, goods, contract rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, general intangibles, payment intangibles, intangibles, letters of credit, letter-of-credit rights, supporting obligations, machinery and equipment, real property, fixtures, leases, all of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and all of the issued and outstanding Equity Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) of each Subsidiary of the Borrower, all of the Equity Interests of all other Persons that are not Subsidiaries directly owned by the Borrower, money, investment property, deposit accounts, all commercial tort claims and other causes of action other than Avoidance Actions, the proceeds of all Avoidance Actions (excluding for the avoidance of doubt, any claims and the causes of actions themselves), all Cash Collateral, and all cash and non-cash proceeds, rents, products, substitutions, accessions and profits of any of Collateral described above, in each case, other than Excluded Property, but including the proceeds thereof.

(ii) The security interests and Liens in favor of the Collateral Agent in the Collateral shall be effective immediately upon the entry of the Interim Order and shall continue in effect (or be effective, if applicable) upon the entry of the Final Order and subject and subordinate only to (i) the Carve Out, (ii) solely with respect to the Canadian Collateral, the Canadian Priority Charges (in a maximum amount not to exceed CDN $4,200,000) pursuant to the applicable Canadian Orders, and (iii) the Liens

described in the DIP Order and the Canadian DIP Recognition Order and the other applicable Canadian Orders. For the avoidance of doubt, the security interests and Liens in favor of the Collateral Agent in the Collateral shall be junior in all respects to the Liens securing the Prepetition B-2 Obligations and the Postpetition B-2 Obligations and to any B-2 Adequate Protection Liens (as defined in the DIP Order) (other than with respect to Unencumbered Assets, on which the Liens of the Collateral Agent shall be senior to the Liens securing the Postpetition B-2 Indebtedness and the adequate protection Liens of the Prepetition Secured Parties, and the DIP Proceeds Account, on which the Liens in favor of the Collateral Agent shall be pari passu with the Lien securing the Postpetition B-2 Indebtedness on such DIP Proceeds Account (it being understood that the Prepetition Secured Parties have no Lien on the DIP Proceeds Account)). Such Liens and security interests and their priority shall remain in effect until the Commitments shall have been terminated and all Obligations (other than contingent obligations not claimed) shall have been paid in full. Notwithstanding anything to the contrary herein, nothing in this Section 13.04(ii) is intended to or does conflict with or override the UST Adequate Protection Order and in the event of any inconsistencies between this Section 13.04(ii) and the UST Adequate Protection Order, the UST Adequate Protection Order shall govern.

(iii) Notwithstanding anything herein to the contrary or in the other Loan Documents or the DIP Order to the contrary, it is expressly understood and agreed that the Liens and Claims in respect of the Delayed Draw Term Commitment shall be junior and subordinated (including in right of payment) in all respects to the Liens and Claims (including any adequate protections Liens and Claims) of the Prepetition Secured Parties and to the Liens and Claims of the B-2 Lenders and B-2 Agent under the Postpetition B-2 Loan Documents, including, for the avoidance of doubt, to the payment and enforcement of rights of each of the B-2 Secured Parties, the Prepetition ABL Secured Parties and the UST Secured Parties, which right with respect to the B-2 Secured Parties shall be consistent with and no less favorable than those set forth in the Postpetition B-2 Loan Documents, the Prepetition B-2 Loan Documents and the DIP Order. For the avoidance of doubt, the administrative expense claims of the Collateral Agent and the Secured Parties shall be junior in all respects to the administrative expenses claims of the B-2 Secured Parties in respect of the Postpetition B-2 Obligations (other than solely with respect to proceeds in the DIP Proceeds Account, with respect to which the administrative expense claims of the Collateral Agent and the Secured Parties shall be pari passu with those B-2 Secured Parties).

(iv) [Reserved].

Section 13.05. *Administrative Priority.* Subject to the terms and priorities set forth in the DIP Order, each Loan Party agrees that its Obligations shall constitute allowed administrative expenses in the Chapter 11 Cases, having priority over all administrative expenses of and unsecured claims against such Person now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expenses of the kind specified in, or arising or ordered under, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726 and 1114 of the Bankruptcy Code, subject only to prior payment of the Carve-Out and the Canadian Priority Charges pursuant to the applicable Canadian Orders to the extent set forth in the Canadian DIP Recognition Order and the other Canadian Orders, to the prior payment of the B-2 Obligations and to the other terms and conditions of the DIP Order and the applicable Canadian Orders.

Section 13.06. *Grants, Rights and Remedies*. The Liens and security interests granted pursuant to clause (i) of Section 13.04 and the administrative priority granted pursuant to Section 13.05 may be independently granted by the Loan Documents, the DIP Order, the applicable Canadian Orders and by other Loan Documents hereafter entered into. Subject to Section 10.26, this Agreement, the DIP Order and such other Loan Documents supplement each other, and the grants, priorities, rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder and thereunder are cumulative.

Section 13.07. *No Filings Required*. The Liens and security interests referred to herein shall be deemed valid and perfected by entry of the Interim Order or the Final Order, as the case may be and, in the case of the Canadian Collateral, the Canadian DIP Recognition Order. The Collateral Agent shall not be required to file any financing statements, mortgages, notices of Lien or similar instruments in any jurisdiction or filing office, take possession or control of any Collateral, or take any other action in order to validate or perfect the Lien and security interest granted by or pursuant to this Agreement, the DIP Order, the Canadian DIP Recognition Order, or any other Loan Document.

Section 13.08. *Survival.* Except as provided herein, in the Canadian DIP Recognition Order and in the DIP Order, the Liens, lien priority, administrative priorities and other rights and remedies granted to the Administrative Agent and the Lenders pursuant to this Agreement, the DIP Order, the Canadian DIP Recognition Order and the other Loan Documents (specifically including, but not limited to, the existence, perfection and priority of the Liens and security interests provided herein and therein, and the administrative priority provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by the Loan Parties (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by any dismissal or conversion of any of the Chapter 11 Cases or the Canadian Recognition Proceedings, or by any other act or omission whatsoever. Without limitation, notwithstanding any such order, financing, extension, incurrence, dismissal, conversion, act or omission:

(i) except to the extent of the Carve-Out and the Canadian Priority Charges pursuant to the applicable Canadian Orders to the extent set forth in the Canadian DIP Recognition Order and the other Canadian Orders, no fees, charges, disbursements, costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or the Canadian Recognition Proceedings or any conversion of the same or in any other proceedings related thereto, and no priority claims, are or will be prior to or on parity with any claim of the Administrative Agent and the Lenders against the Loan Parties in respect of any Obligation, subject, in each case, to the claims (including any adequate protection claims) of the B-2 Secured Parties and the terms of the DIP Order and the applicable Canadian Orders;

(ii) the Liens in favor of the Collateral Agent and the Lenders set forth in Section 13.04, the DIP Order and the Canadian DIP Recognition Order shall constitute valid and perfected Liens and security interests, with the priority as set forth in the DIP Order (and with respect to the Canadian Collateral, with the priority as set forth in the applicable Canadian Orders), and shall be prior to all other Liens and security interests, now existing or hereafter arising, in favor of any other creditor or any other Person whatsoever (other than the Carve-Out and the Canadian Priority Charges), in each case subject to and in accordance with the DIP Order and the applicable Canadian Orders; and

(iii) subject to the DIP Order, the Liens in favor of the Collateral Agent and the Lenders set forth herein and in the other Loan Documents, the DIP Order and the applicable Canadian Orders shall continue to be valid and perfected without the necessity that the Administrative Agent file financing statements or mortgages, take possession or control of any Collateral, or otherwise perfect its Lien under applicable non-bankruptcy law.

Notwithstanding anything to the contrary in this Agreement, the other Loan Documents or the DIP Order, it is expressly understood and agreed that (x) no prepayment, repayment, repurchase, or exchange of borrowings under the Junior DIP Facility shall occur until all B-2 Obligations have first been indefeasibly paid in full in cash and any such prepayment, repayment, repurchase or exchange shall otherwise be consistent with the priorities for liens and claims securing the Junior DIP Facility as set forth in the DIP Order and (y) the Liens and Claims in respect of the Delayed Draw Term Commitment shall be junior and subordinated (including in right of payment) in all respects to the Liens and Claims (including any adequate protections Liens and Claims) of the Prepetition Secured Parties and to the Liens and Claims of the B-2 Lenders and B-2 Agent under the Postpetition B-2 Loan Documents, including, for the avoidance of doubt,

to the payment and enforcement of rights of each of the B-2 Secured Parties, the Prepetition ABL Secured Parties and the UST Secured Parties, which right with respect to the B-2 Secured Parties shall be consistent with and no less favorable than those set forth herein, in the Postpetition B-2 Loan Documents, the Prepetition B-2 Loan Documents and the DIP Order.

[*Signature Pages Follow*]

APPENDIX E
TO JUNIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Chapter 11 Milestones

1) By no later than thirty (30) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order, in form and substance reasonably satisfactory to the Lenders.

2) By no later than fifteen (15) calendar days after the Final Order Entry Date, the Borrower, in its capacity as foreign representative on behalf of the Debtors, shall have filed a motion with the Canadian Court for the recognition of, and the Canadian Court shall have issued, the Canadian Final DIP Recognition Order.

3) By no later than forty-five (45) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final Order, in form and substance satisfactory in all material respects to the Lenders and the Agents.

4) By no later than ninety (90) calendar days after the Petition Date, the Debtors shall have received unique, non-duplicative binding cash bids for the B-2 Priority Collateral pursuant to the Bidding Procedures Order that would generate, in the aggregate, Net Proceeds at least equal to $250,000,000.

5) By (A) no earlier than one-hundred twenty (120) calendar days after the Petition Date (which may be extended to one-hundred fifty (150) calendar days after the Petition Date with (i) the consent of the Prepetition ABL Agent, the B-2 Agent and the UST Secured Parties (in each case such consent not to be unreasonably withheld) and (ii) the consent of the Lenders in their sole discretion)) and (B) not later than one-hundred and fifty (150) calendar days after the Petition Date (which may be extended to one-hundred and eighty (180) calendar days after the Petition Date with (i) the consent of the Prepetition ABL Agent, the B-2 Agent and the UST Secured Parties (in each case such consent not to be unreasonably withheld) and (ii) the consent of the Lenders in their sole discretion)), the Debtors shall have consummated one or more Dispositions of all or substantially all of their assets in accordance with the Bidding Procedures Order that generates Net Proceeds in respect of the B-2 Priority Collateral equal to at least 100% of the sum of the aggregate amount of Obligations outstanding hereunder as of such date and the B-2 Obligations and shall have indefeasibly repaid both the B-2 Obligations and the Obligations outstanding hereunder in full in cash.

EXECUTION VERSION

Schedule 1.01(b)

Excluded Subsidiaries

1. OPK Insurance Co. Ltd.
2. YRC Logistics Asia Limited
3. PT Meridian IQ Indonesia International
4. YRC Services S. de R.L. de C.V.
5. Roadway Express, S.A. de C.V.
6. Transcontinental Lease, S. de R.L. de C.V.
7. YRC Transportation, S.A. de C.V.

Schedule 1.01(c)

Owned or Ground Leased Real Property, including, Owned Locations of Inventory, Equipment and Fixtures of the Grantor

Location	Street Address	City	State	Zip Code	Loan Party	Fee-Owned / Leased
Buffalo, NY	6640 Transit Road	Williamsville	NY	14221	New Penn Motor Express LLC	Fee-Owned
Harrisburg, PA	475 Terminal Road	Camp Hill	PA	17011	New Penn Motor Express LLC	Fee-Owned
Philadelphia, PA	2300 Garry Road	Cinnaminson	NJ	08077	New Penn Motor Express LLC	Fee-Owned
Pittsburgh, PA	2950 Grand Avenue	Neville Island	PA	15225	New Penn Motor Express LLC	Fee-Owned
Providence, RI	2110 Plainfield Pike	Cranston	RI	02910	New Penn Motor Express LLC	Fee-Owned
Reading, PA	3725 Pottsville Pike	Reading	PA	19605	New Penn Motor Express LLC	Fee-Owned
Rochester, NY	35 Transport Drive	Rochester	NY	14623	New Penn Motor Express LLC	Fee-Owned
Southington, CT	130 Canal Street	Southington	CT	06489	New Penn Motor Express LLC	Fee-Owned
Syracuse, NY	7173 Schuyler Road	East Syracuse	NY	13057	New Penn Motor Express LLC	Fee-Owned
Trenton, NJ	15 Thomas J. Rhodes Industrial	Mercerville	NJ	08619	New Penn Motor Express LLC	Fee-Owned
Akron, OH	3140 Massillon Road	Akron	OH	44312	USF Holland LLC	Fee-Owned
Atlanta, GA	4700 Highway 42	Ellenwood	GA	30294	USF Holland LLC	Fee-Owned
Birch Run, MI	11740 Dixie Highway	Birch Run	MI	48415	USF Holland LLC	Fee-Owned
Buffalo, NY	6650 Transit Road	Williamsville	NY	14221	USF Holland LLC	Fee-Owned
Charlotte, NC	5201 Sunset Road	Charlotte	NC	28213	USF Holland LLC	Fee-Owned

Location	Street Address	City	State	Zip Code	Loan Party	Fee-Owned / Leased
Chicago, IL	8601 W 53rd Street	McCook	IL	60525	USF Holland LLC	Fee-Owned
Cleveland, OH	10720 Memphis Avenue	Brooklyn	OH	44144	USF Holland LLC	Fee-Owned
Columbia, SC	3705 Highway 321	West Columbia	SC	29172	USF Holland LLC	Fee-Owned
Columbus, OH	4800 Journal Street	Columbus	OH	43228	USF Holland LLC	Fee-Owned
Danville, IL	72 Eastgate Drive	Danville	IL	61832	USF Holland LLC	Fee-Owned
Dayton, OH	2700 Valley Pike	Dayton	OH	45404	USF Holland LLC	Fee-Owned
Des Moines, IA	6144 NE 22nd Street	Des Moines	IA	50313	USF Holland LLC	Fee-Owned
Detroit, MI	27411 Wick Road	Romulus	MI	48174	USF Holland LLC	Fee-Owned
Evansville, IN	8901 N Kentucky Avenue	Evansville	IN	47711	USF Holland LLC	Fee-Owned
Fort Wayne, IN	4320 Merchant Road	Fort Wayne	IN	46818	USF Holland LLC	Fee-Owned
Gaylord, MI	1830 Calkins Road	Gaylord	MI	49735	USF Holland LLC	Fee-Owned
Huntington, OH	95 Holland Drive	Gallipolis	OH	45631	USF Holland LLC	Fee-Owned
Indianapolis, IN	2530 S Tibbs Avenue	Indianapolis	IN	46241	USF Holland LLC	Fee-Owned
Jackson, MI	1059 Hurst Road	Jackson	MI	49201	USF Holland LLC	Fee-Owned
Joplin, MO	2702 Newman Road	Joplin	MO	64801	USF Holland LLC	Fee-Owned
Kansas City, KS	9711 State Avenue	Kansas City	KS	66111	USF Holland LLC	Fee-Owned
Knoxville, TN	5409 N. National Drive	Knoxville	TN	37914	USF Holland LLC	Fee-Owned
Lincoln, IL	700 NE Arch Street	Atlanta	IL	61723	USF Holland LLC	Fee-Owned
Louisville, KY	4885 Keystone Boulevard	Jeffersonville	IN	47130	USF Holland LLC	Fee-Owned
Memphis, TN	8100 W Sandidge Road	Olive Branch	MS	38654	USF Holland LLC	Fee-Owned
Nashville, TN	500 Oak Bluff Lane	Goodlettsville	TN	37072	USF Holland LLC	Fee-Owned
Omaha, NE	3219 Nebraska Avenue	Council Bluffs	IA	51501	USF Holland LLC	Fee-Owned
Owatonna, MN	200 32nd Avenue NW	Owatonna	MN	55060	USF Holland LLC	Fee-Owned
St. Louis, MO	24 Gateway Commerce Center Drive	Edwardsville	IL	62025	USF Holland LLC	Fee-Owned

Location	Street Address	City	State	Zip Code	Loan Party	Fee-Owned / Leased
Toledo, OH	20820 Midstar Drive	Bowling Green	OH	43402	USF Holland LLC	Fee-Owned
Wausau, WI	501 Spring Road	Mosinee	WI	54455	USF Holland LLC	Fee-Owned
Wheeling, IL	1100 Chaddick Drive	Wheeling	IL	60090	USF Holland LLC	Fee-Owned
Worthington, MN	172 Industrial Parkway	Jackson	MN	56143	USF Holland LLC	Fee-Owned
Youngstown, OH	10855 Market Street	N Lima	OH	44452	USF Holland LLC	Fee-Owned
Bakersfield, CA	4901 Lisa Marie Court	Bakersfield	CA	93313	USF Reddaway Inc.	Fee-Owned
Burlington, WA[1]	9501 24th Pl West	Everett	WA	98204	USF Reddaway Inc.	Leased Land, Fee-Owned Building
Fresno, CA	4556 S Chestnut Avenue	Fresno	CA	93725	USF Reddaway Inc.	Fee-Owned
Lake Havasu City, AZ	1951 San Juan Drive	Lake Havasu City	AZ	86403	USF Reddaway Inc.	Fee-Owned
Medford, OR	4000 Hamrick Road	Central Point	OR	97502	USF Reddaway Inc.	Fee-Owned
Phoenix, AZ	3045 S 43rd Avenue	Phoenix	AZ	85009	USF Reddaway Inc.	Fee-Owned
Sacramento, CA	620 Harbor Boulevard	W Sacramento	CA	95691	USF Reddaway Inc.	Fee-Owned
Salt Lake City, UT	4375 W 1385 S	Salt Lake City	UT	84104	USF Reddaway Inc.	Fee-Owned
Akron, OH	1275 Ohio Ave	Copley	OH	44321	YRC Inc.	Fee-Owned
Albany, NY	37 Frontage Road	Glenmont	NY	12077	YRC Inc.	Fee-Owned
Albuquerque, NM	900 64th Street NW	Albuquerque	NM	87121	YRC Inc.	Fee-Owned
Alexandria, LA	333 N 3rd Street	Alexandria	LA	71301	YRC Inc.	Fee-Owned
Atlantic City, NJ	1641 Eden Road	Millville	NJ	08332	YRC Inc.	Fee-Owned
Augusta, GA	4200 Wheeler Road	Martinez	GA	30907	YRC Inc.	Fee-Owned
Austin, TX	9018 Tuscany Way	Austin	TX	78754	YRC Inc.	Fee-Owned
Baltimore, MD	6311 E Lombard Street	Baltimore	MD	21224	YRC Inc.	Fee-Owned
Baton Rouge, LA	956 Hwy 190 West	Port Allen	LA	70767	YRC Inc.	Fee-Owned

[1] The property at 9501 24th Pl West, Everett, WA 98204 is a mixture of leased land and a fee-owned building.

Location	Street Address	City	State	Zip Code	Loan Party	Fee-Owned / Leased
Bellows Falls, VT	17 Transport Park	Bellows Falls	VT	05101	YRC Inc.	Fee-Owned
Birmingham, AL	3518 Industrial Pkwy	Birmingham	AL	35217	YRC Inc.	Fee-Owned
Boston, MA	95 Concord Street	North Reading	MA	01864	YRC Inc.	Fee-Owned
Bowling Green, KY	300 New Porter Pike	Bowling Green	KY	42103	YRC Inc.	Fee-Owned
Buffalo, NY	66 Milens Road	Tonawanda	NY	14150	YRC Inc.	Fee-Owned
Burlington, VT	199 Krupp Drive	Williston	VT	‘05495	YRC Inc.	Fee-Owned
Charleston, SC	2243 Wren Street	Charleston	SC	29418	YRC Inc.	Fee-Owned
Chattanooga, TN	345 Roadway Drive	Ringgold	GA	30736	YRC Inc.	Fee-Owned
Chicago Heights, IL	2000 East Lincoln Highway	Chicago Heights	IL	60411	YRC Inc.	Fee-Owned
Chicago North, IL	1000 Chaddick Drive	Wheeling	IL	60090	YRC Inc.	Fee-Owned
Cincinnati, OH	10074 Princeton-Glendale Road	West Chester	OH	45246	YRC Inc.	Fee-Owned
Clarksburg, WV	6399 Saltwell Road	Bridgeport	WV	26330	YRC Inc.	Fee-Owned
Cleveland, OH	5250 Brecksville Road	Richfield	OH	44286	YRC Inc.	Fee-Owned
Columbia, MO	8989 E Columbus Court	Columbia	MO	65201	YRC Inc.	Fee-Owned
Columbia, SC	1308 Pineview Drive	Columbia	SC	29209	YRC Inc.	Fee-Owned
Columbus, OH	5400 Fisher Road	Columbus	OH	43228	YRC Inc.	Fee-Owned
Dallas, TX	200 North Beltline Road	Irving	TX	75061	YRC Inc.	Fee-Owned
Dayton, OH	2801 Valley Pike	Dayton	OH	45404	YRC Inc.	Fee-Owned
Decatur, AL	1901 Highway 20 West	Decatur	AL	35601	YRC Inc.	Fee-Owned
Detroit, MI	22701 Van Born Road	Taylor	MI	48180	YRC Inc.	Fee-Owned
Duluth, MN	4425 W First Street	Duluth	MN	55807	YRC Inc.	Fee-Owned
Eau Claire, WI	3617 McIntyre Avenue	Eau Claire	WI	54703	YRC Inc.	Fee-Owned
El Paso, TX	1330 Henry Brennan Drive	El Paso	TX	79936	YRC Inc.	Fee-Owned
Erie, PA	3111 McCain Avenue	Erie	PA	16510	YRC Inc.	Fee-Owned

Location	Street Address	City	State	Zip Code	Loan Party	Fee-Owned / Leased
Fargo, ND	2502 7th Avenue N	Fargo	ND	58102	YRC Inc.	Fee-Owned
Fayetteville, NC	1061 River Road	Fayetteville	NC	28301	YRC Inc.	Fee-Owned
Flagstaff, AZ	1814 N Main Street	Flagstaff	AZ	86004	YRC Inc.	Fee-Owned
Florence, SC	2257 S Main Street	Florence	SC	29501	YRC Inc.	Fee-Owned
Fort Myers, FL	2635 Rockfill Road	Fort Myers	FL	33916	YRC Inc.	Fee-Owned
Fort Wayne, IN	3513 Adams Center Road	Fort Wayne	IN	46806	YRC Inc.	Fee-Owned
Fort Worth, TX	5501 Campus Drive	Fort Worth	TX	76140	YRC Inc.	Fee-Owned
Fresno, CA	2440 E Church Avenue	Fresno	CA	93706	YRC Inc.	Fee-Owned
Goodland, KS	2815 S Highway 27	Goodland	KS	67735	YRC Inc.	Fee-Owned
Grand Junction, CO	3207 "F" Road	Clifton	CO	81520	YRC Inc.	Fee-Owned
Grand Rapids, MI	2180 Chicago Drive SW	Wyoming	MI	49509	YRC Inc.	Fee-Owned
Greensboro, NC	1255 NC Highway 66 S	Kernersville	NC	27284	YRC Inc.	Fee-Owned
Hagerstown, MD	311 East Oak Ridge Drive	Hagerstown	MD	21740	YRC Inc.	Fee-Owned
Harrisburg, PA	100 Roadway Drive	Carlisle	PA	17015	YRC Inc.	Fee-Owned
Honolulu, HI	94-164 Leokane Street	Waipahu	HI	96797	YRC Inc.	Fee-Owned
Indianapolis, IN	1818 S High School Road	Indianapolis	IN	46241	YRC Inc.	Fee-Owned
Jackson, MS	102 Carrier Boulevard	Richland	MS	39218	YRC Inc.	Fee-Owned
Jackson, TN	88 E L Morgan Drive	Jackson	TN	38305	YRC Inc.	Fee-Owned
Jacksonville, FL	3404 Clifford Lane	Jacksonville	FL	32209	YRC Inc.	Fee-Owned
Jacksonville, NC	161 Center Street	Jacksonville	NC	28540	YRC Inc.	Fee-Owned
Kansas City, MO	8724 Leeds Road	Kansas City	MO	64129	YRC Inc.	Fee-Owned
Kearney, NE	614 Third Avenue	Kearney	NE	68847	YRC Inc.	Fee-Owned
Knoxville, TN	1212 Hilton Road	Knoxville	TN	37921	YRC Inc.	Fee-Owned
LaGrange, GA	677 Hudson Road	LaGrange	GA	30240	YRC Inc.	Fee-Owned

Location	Street Address	City	State	Zip Code	Loan Party	Fee-Owned / Leased
Lansdale, PA	750 County Line Road	Line Lexington	PA	18932	YRC Inc.	Fee-Owned
Laredo, TX	8011 Killam Industrial Boulevard	Laredo	TX	78045	YRC Inc.	Fee-Owned
Las Vegas, NV	5049 W Post Road	Las Vegas	NV	89118	YRC Inc.	Fee-Owned
Lexington, KY	460 Transport Court	Lexington	KY	40511	YRC Inc.	Fee-Owned
Lima, OH	1505 Bowman Road	Lima	OH	45804	YRC Inc.	Fee-Owned
Little Rock, AR	4500 W 65th Street	Little Rock	AR	72209	YRC Inc.	Fee-Owned
Long Island, NY	99 Express Street	Plainview	NY	11803	YRC Inc.	Fee-Owned
Macon, GA	4241 Interstate Drive	Macon	GA	31210	YRC Inc.	Fee-Owned
Madison, WI	2573 Progress Road	Madison	WI	53716	YRC Inc.	Fee-Owned
Manchester, NH	9 Cote Lane	Bedford	NH	03110	YRC Inc.	Fee-Owned
Mason City, IA	1514 S Pierce Avenue	Mason City	IA	50401	YRC Inc.	Fee-Owned
Maybrook, NY	1000 Homestead Avenue	Maybrook	NY	12543	YRC Inc.	Fee-Owned
Memphis, TN	3310 Gill Road	Memphis	TN	38109	YRC Inc.	Fee-Owned
Milwaukee, WI	6880 S Howell Avenue	Oak Creek	WI	53154	YRC Inc.	Fee-Owned
Mobile, AL	1111 Virginia Street	Mobile	AL	36604	YRC Inc.	Fee-Owned
Monroe, LA	158 Parker Road	Monroe	LA	71202	YRC Inc.	Fee-Owned
Montgomery, AL	5680 Old Hayneville Road	Montgomery	AL	36108	YRC Inc.	Fee-Owned
Nashville, TN	7300 Centennial Boulevard	Nashville	TN	37209	YRC Inc.	Fee-Owned
New Orleans, LA	12169 Old Gentilly Road	New Orleans	LA	70129	YRC Inc.	Fee-Owned
Nogales, AZ	2859 W Valle Verde Drive	Nogales	AZ	85621	YRC Inc.	Fee-Owned
Norfolk, VA	1313 Cavalier Boulevard	Chesapeake	VA	23323	YRC Inc.	Fee-Owned
Oklahoma City, OK	8000 SW 15th Street	Oklahoma City	OK	73128	YRC Inc.	Fee-Owned
Omaha, NE	4480 S 90th Street	Omaha	NE	68127	YRC Inc.	Fee-Owned
Oxnard, CA	2685 Sherwin Avenue	Ventura	CA	93003	YRC Inc.	Fee-Owned

Location	Street Address	City	State	Zip Code	Loan Party	Fee-Owned / Leased
Paducah, KY	5151 Charter Oak Drive	Paducah	KY	42001	YRC Inc.	Fee-Owned
Parkersburg, WV	300 Drag Strip Road	Belpre	OH	45714	YRC Inc.	Fee-Owned
Peoria, IL	780 W Birchwood Street	Morton	IL	61550	YRC Inc.	Fee-Owned
Philadelphia, PA	2627 State Road	Bensalem	PA	19020	YRC Inc.	Fee-Owned
Pontiac, MI	1280 Joslyn Avenue	Pontiac	MI	48340	YRC Inc.	Fee-Owned
Portland, ME	75 Eisenhower Drive	Westbrook	ME	04092	YRC Inc.	Fee-Owned
Portland, OR	10510 N Vancouver Way	Portland	OR	97217	YRC Inc.	Fee-Owned
Providence, RI	55 Industrial Road	Cumberland	RI	02864	YRC Inc.	Fee-Owned
Quincy, IL	2620 N 36th Street	Quincy	IL	62301	YRC Inc.	Fee-Owned
Richmond, VA	9600 Express Lane	Richmond	VA	23237	YRC Inc.	Fee-Owned
Rochester, NY	1575 Emerson Street	Rochester	NY	14606	YRC Inc.	Fee-Owned
Rock Island, IL	3700 78th Avenue West	Rock Island	IL	61201	YRC Inc.	Fee-Owned
Sacramento, CA	3210 52nd Avenue	Sacramento	CA	95823	YRC Inc.	Fee-Owned
Salisbury, MD	26902 Bethel Concord Road	Seaford	DE	19973	YRC Inc.	Fee-Owned
San Antonio, TX	111 Gembler Road	San Antonio	TX	78219	YRC Inc.	Fee-Owned
Savannah, GA	3501 Edwin Avenue	Savannah	GA	31405	YRC Inc.	Fee-Owned
Scranton, PA	1284 S Main Road	Mountain Top	PA	18707	YRC Inc.	Fee-Owned
Sherman, TX	211 Dorset Drive	Sherman	TX	75092	YRC Inc.	Fee-Owned
Sioux City, IA	2425 Bridgeport Drive	Sioux City	IA	51111	YRC Inc.	Fee-Owned
Spartanburg, SC	580 Shackelford Road	Piedmont	SC	29673	YRC Inc.	Fee-Owned
Springdale, AR	1543 Ford Avenue	Springdale	AR	72764	YRC Inc.	Fee-Owned
Springfield, MO	5575 E State Hwy 00	Strafford	MO	65757	YRC Inc.	Fee-Owned
St. Louis, MO	400 Barton Street	St. Louis	MO	63104	YRC Inc.	Fee-Owned
St. Paul, MN	12400 Dupont Avenue S	Burnsville	MN	55337	YRC Inc.	Fee-Owned

Location	Street Address	City	State	Zip Code	Loan Party	Fee-Owned / Leased
Syracuse, NY	7138 Northern Boulevard	East Syracuse	NY	13057	YRC Inc.	Fee-Owned
Toledo, OH	4431 South Avenue	Toledo	OH	43615	YRC Inc.	Fee-Owned
Tracy, CA	1535 E Pescadero Avenue	Tracy	CA	95304	YRC Inc.	Fee-Owned
Tucson, AZ	601 W Flores Street	Tucson	AZ	85705	YRC Inc.	Fee-Owned
Tupelo, MS	2226 McCullough Boulevard	Tupelo	MS	38801	YRC Inc.	Fee-Owned
Waco, TX	3230 Clay Avenue	Waco	TX	76711	YRC Inc.	Fee-Owned
Washington, DC	7600 Preston Drive	Landover	MD	20785	YRC Inc.	Fee-Owned
Waterville, ME	44 Sheridan Drive	Fairfield	ME	04937	YRC Inc.	Fee-Owned
West Palm Beach, FL	1400 SW 30th Avenue	Boynton Beach	FL	33426	YRC Inc.	Fee-Owned
Wilmington, DE	316 New Churchmans Road	New Castle	DE	19720	YRC Inc.	Fee-Owned
Wilmington, NC	3511 Highway 421 N	Wilmington	NC	28401	YRC Inc.	Fee-Owned
Wilson, NC	555 Jeffreys Road	Rocky Mount	NC	27804	YRC Inc.	Fee-Owned
Worcester, MA	464 Hartford Turnpike	Shrewsbury	MA	01545	YRC Inc.	Fee-Owned
Youngstown, OH	3020 Gale Drive	Hubbard	OH	44425	YRC Inc.	Fee-Owned
Oshawa, ON	285 Blair Street	Whitby	ON	L1N 9V9	YRC Freight Canada Company	Fee-Owned
Woodstock, ON	1187 Welford Place	Woodstock	ON	N4S 7Y5	YRC Freight Canada Company	Fee-Owned
Stanhope, PQ	930 Route 147	Dixville	PQ	J0B 3C0	YRC Freight Canada Company	Fee-Owned

Schedule 1.01(d)

Pension Fund Entities

- Central States, Southeast and Southwest Areas Pension Fund
- Western Conference of Teamsters Pension Trust
- I.B. of T. Union Local No. 710 Pension Fund
- Central Pennsylvania Teamsters Pension Fund
- Road Carriers Local 707 Pension Fund
- Teamsters Local 641 Pension Fund
- Teamsters Pension Trust Fund of Philadelphia and Vicinity
- Western Conference of Teamsters Supplemental Benefit Trust Fund
- Suburban Teamsters of No. IL. Pension Fund
- Freight Drivers and Helpers Local 557 Pension Fund
- Teamsters JC 83 Pension Fund
- Hagerstown Motor Carriers and Teamsters Pension Plan
- Trucking Employees of North Jersey Welfare Fund Inc. - Pension Fund
- Mid-Jersey Trucking Ind. & Teamsters Local 701 Pension Fund
- Management Labor Welfare & Pension Funds Local 1730, I.L.A.
- Employer-Teamsters Local Nos. 175/505 Pension Trust Fund
- International Association of Machinists Motor City Pension Fund
- Hawaii Truckers-Teamsters Union Pension Fund
- Southwestern Pennsylvania and Western Maryland Teamsters & Employers Pension Fund

Schedule 5.10

Litigation

1. Jack Peak v. Yellow Corporation, Thomas Joseph O'Connor III, and Darren Hawkins; Case Number 22-CV-02278-EFM, filed July 12, 2023.

2. Central States, Southeast and Southwest Areas Pension Fund; Central States Southwest and Southwest Areas Health and Welfare Fund; and Charles A Whobrey, as Trustee v. YRC Inc. and USF Holland LLC, Case No. 23-CV-4685, filed July 20, 2023.

3. Ricky Adcock, Matthew Brewer, Michael Cottrell, and Johnny Martinez v. Yellow Corporation, Case No. 323-CV-00795, filed August 2, 2023.

4. Armando Rivera v. Yellow Corporation, YRC Inc., USF Holland LLC, New Penn Motor Express LLC and USF Reddaway Inc., filed in the United States District Court for the District of Delaware on August 1, 2023.

5. Jeff Moore and Elizabeth Brook Moore v Yellow Corporation, et al., in the United States Bankruptcy Court for the District of Delaware, Chapter 11, Bankruptcy, Case No. 23-50457 filed on August 7, 2023.

6. Armando Rivera, et al. v Yellow Corporation, et al., in the United States Bankruptcy Court for the District of Delaware, Chapter 11, Bankruptcy, Case No. 23-50456 filed on August 7, 2023.

7. Roger Keef v Yellow Corporation, et al., in the United States Bankruptcy Court for the District of Delaware, Chapter 11, Bankruptcy, Case No. 23-50458 filed on August 7, 2023.

Schedule 5.11

Subsidiaries and Capitalization

Loan Parties (as of the Effective Date)			
Issuer	**Jurisdiction of Formation**	**Issued and Outstanding Shares/Equity Interests**	**Record and Beneficial Owner**
Yellow Corporation	Delaware	52,128,063 shares	Publicly traded
1105481 Ontario Inc.	Ontario, Canada	100 shares	100% by Yellow Corporation
Express Lane Service, Inc.	Delaware	100 shares	100% by Yellow Corporation
Roadway LLC	Delaware	100 units	100% by Yellow Corporation
YRC Association Solutions, Inc.	Delaware	10,000 shares	100% by Yellow Corporation
YRC MORTGAGES, LLC	Delaware	10,000 units	100% by Yellow Corporation
YRC Regional Transportation, Inc.	Delaware	1,000 shares	100% by Yellow Corporation
YRC Enterprise Services, Inc.	Delaware	1,000 shares	100% by Yellow Corporation
USF Holland LLC	Delaware	1 membership interest	100% by Yellow Corporation
New Penn Motor Express LLC	Delaware	1 membership interest	100% by Yellow Corporation
YRC Inc.	Delaware	200 shares	100% by Roadway LLC
Roadway Next Day Corporation	Delaware	100 shares	100% by Roadway LLC
YRC Freight Canada Company	Nova Scotia, Canada	100 Class B Common 7,511,100 Class A Voting Common	100% by YRC Inc.
USF Holland International Sales Corporation	Nova Scotia, Canada	1 Common Share	100% by USF Holland LLC
Roadway Express International, Inc.	Delaware	1,000 shares	100% by YRC Inc.

Yellow Logistics, Inc.	Delaware	100 shares	100% by YRC Inc.
YRC LOGISTICS SERVICES, INC.	Illinois	50	100% by YRC Regional Transportation, Inc.
YRC Logistics Inc.	Ontario, Canada	100 shares	100% by YRC LOGISTICS SERVICES, INC.
USF Bestway Inc.	Arizona	283.4 shares	100% by YRC Regional Transportation, Inc.
USF Dugan Inc.	Kansas	1,000,000 shares	100% by YRC Regional Transportation, Inc.
USF RedStar LLC	Delaware	1 membership interest	100% by YRC Regional Transportation, Inc.
USF Reddaway Inc.	Oregon	40.5 shares	100% by YRC Regional Transportation, Inc.
YRC International Investments, Inc.	Delaware	1,000 shares	100% by Yellow Corporation

Non-Loan Parties as of the Effective Date			
Issuer	**Jurisdiction of Formation**	**Issued and Outstanding Shares/Equity Interests**	**Record and Beneficial Owner**
OPK Insurance Co. Ltd.	Bermuda	120,000	100% by Yellow Corporation
YRC Logistics Asia Limited	Hong Kong	357,501,711	100% by Yellow Corporation
YRC Services S. de R.L. de C.V.	Mexico	2 entity quotas	100% by YRC Transportation, S.A. de C.V.
PT Meridian IQ Indonesia International	Indonesia	$50,000 paid in capital	100% by YRC Logistics Asia Limited
Roadway Express, S.A. de C.V.	Mexico	25,000	99.99% by YRC Inc. .01% by Transcontinental Lease, S. de R.L de C.V.

Transcontinental Lease, S. de R.L. de C.V.	Mexico	50	99.99% by YRC Inc. .01% by Roadway Express International, Inc.
YRC Transportation, S.A. de C.V.	Mexico	5,000	58.9% by YRC Inc. 41.1% by YRC Freight Canada Company

Schedule 5.22(a)

Rolling Stock that constitutes Prepetition UST Tranche B Joint Collateral

As of August 28, 2023

[Attached]

VIN	BRAND	UNIT	TYPE	TITLE STATE	REGISTRATION STATE	COLLATERAL CATEGORY	MAKE
1DW1A2810FS596101	HMES	595000	TRAILER	IN	IN	2	STOUGHTON
1DW1A2812FS596102	HMES	595001	TRAILER	IN	IN	2	STOUGHTON
1DW1A2814FS596103	HMES	595002	TRAILER	IN	IN	2	STOUGHTON
1DW1A2816FS596104	HMES	595003	TRAILER	IN	IN	2	STOUGHTON
1DW1A2818FS596105	HMES	595004	TRAILER	IN	IN	2	STOUGHTON
1DW1A281XFS596106	HMES	595005	TRAILER	IN	IN	2	STOUGHTON
1DW1A2811FS596107	HMES	595006	TRAILER	IN	IN	2	STOUGHTON
1DW1A2813FS596108	HMES	595007	TRAILER	IN	IN	2	STOUGHTON
1DW1A2815FS596109	HMES	595008	TRAILER	IN	IN	2	STOUGHTON
1DW1A2811FS596110	HMES	595009	TRAILER	IN	IN	2	STOUGHTON
1DW1A4024FS596201	HMES	505000	TRAILER	IN	IN	2	STOUGHTON
1DW1A4026FS596202	HMES	505001	TRAILER	IN	IN	2	STOUGHTON
1DW1A4028FS596203	HMES	505002	TRAILER	IN	IN	2	STOUGHTON
1DW1A402XFS596204	HMES	505003	TRAILER	IN	IN	2	STOUGHTON
1DW1A4021FS596205	HMES	505004	TRAILER	IN	IN	2	STOUGHTON
1DW1A4023FS596206	HMES	505005	TRAILER	IN	IN	2	STOUGHTON
1DW1A4025FS596207	HMES	505006	TRAILER	IN	IN	2	STOUGHTON
1DW1A4027FS596208	HMES	505007	TRAILER	IN	IN	2	STOUGHTON
1DW1A4029FS596209	HMES	505008	TRAILER	IN	IN	2	STOUGHTON
1DW1A4025FS596210	HMES	505009	TRAILER	IN	IN	2	STOUGHTON
1DW1A4027FS596211	HMES	505010	TRAILER	IN	IN	2	STOUGHTON
1DW1A4029FS596212	HMES	505011	TRAILER	IN	IN	2	STOUGHTON
1DW1A4020FS596213	HMES	505012	TRAILER	IN	IN	2	STOUGHTON
1DW1A4022FS596214	HMES	505013	TRAILER	IN	IN	2	STOUGHTON
1DW1A4024FS596215	HMES	505014	TRAILER	IN	IN	2	STOUGHTON
1DW1A4026FS596216	HMES	505015	TRAILER	IN	IN	2	STOUGHTON
1DW1A4028FS596217	HMES	505016	TRAILER	IN	IN	2	STOUGHTON
1DW1A402XFS596218	HMES	505017	TRAILER	IN	IN	2	STOUGHTON
1DW1A4021FS596219	HMES	505018	TRAILER	IN	IN	2	STOUGHTON
1DW1A4028FS596220	HMES	505019	TRAILER	IN	IN	2	STOUGHTON
1DW1A402XFS596221	HMES	505020	TRAILER	IN	IN	2	STOUGHTON
1DW1A4021FS596222	HMES	505021	TRAILER	IN	IN	2	STOUGHTON
1DW1A4023FS596223	HMES	505022	TRAILER	IN	IN	2	STOUGHTON
1DW1A4025FS596224	HMES	505023	TRAILER	IN	IN	2	STOUGHTON
1DW1A4027FS596225	HMES	505024	TRAILER	IN	IN	2	STOUGHTON
1DW1A5325FB577657	HMES	515157	TRAILER	IN	IN	2	STOUGHTON
1DW1A5327FB577689	HMES	515189	TRAILER	IN	IN	2	STOUGHTON
1DW1A5328FB577829	HMES	515329	TRAILER	IN	IN	2	STOUGHTON
1DW1A5326FB577814	HMES	515314	TRAILER	IN	IN	2	STOUGHTON
1DW1A4827FB577937	HMES	585036	TRAILER	IN	IN	2	STOUGHTON
1DW1A482XFB596451	HMES	585121	TRAILER	IN	IN	2	STOUGHTON
1DW1A5325FB577500	HMES	515000	TRAILER	IN	IN	2	STOUGHTON
1DW1A5327FB577501	HMES	515001	TRAILER	IN	IN	2	STOUGHTON
1DW1A5329FB577502	HMES	515002	TRAILER	IN	IN	2	STOUGHTON
1DW1A5320FB577503	HMES	515003	TRAILER	IN	IN	2	STOUGHTON
1DW1A5322FB577504	HMES	515004	TRAILER	IN	IN	2	STOUGHTON
1DW1A5324FB577505	HMES	515005	TRAILER	IN	IN	2	STOUGHTON
1DW1A5326FB577506	HMES	515006	TRAILER	IN	IN	2	STOUGHTON
1DW1A5328FB577507	HMES	515007	TRAILER	IN	IN	2	STOUGHTON
1DW1A532XFB577508	HMES	515008	TRAILER	IN	IN	2	STOUGHTON
1DW1A5321FB577509	HMES	515009	TRAILER	IN	IN	2	STOUGHTON
1DW1A5328FB577510	HMES	515010	TRAILER	IN	IN	2	STOUGHTON
1DW1A532XFB577511	HMES	515011	TRAILER	IN	IN	2	STOUGHTON
1DW1A5321FB577512	HMES	515012	TRAILER	IN	IN	2	STOUGHTON
1DW1A5323FB577513	HMES	515013	TRAILER	IN	IN	2	STOUGHTON
1DW1A5325FB577514	HMES	515014	TRAILER	IN	IN	2	STOUGHTON
1DW1A5327FB577515	HMES	515015	TRAILER	IN	IN	2	STOUGHTON
1DW1A5329FB577516	HMES	515016	TRAILER	IN	IN	2	STOUGHTON
1DW1A5320FB577517	HMES	515017	TRAILER	IN	IN	2	STOUGHTON
1DW1A5322FB577518	HMES	515018	TRAILER	IN	IN	2	STOUGHTON
1DW1A5324FB577519	HMES	515019	TRAILER	IN	IN	2	STOUGHTON
1DW1A5320FB577520	HMES	515020	TRAILER	IN	IN	2	STOUGHTON
1DW1A5322FB577521	HMES	515021	TRAILER	IN	IN	2	STOUGHTON
1DW1A5324FB577522	HMES	515022	TRAILER	IN	IN	2	STOUGHTON
1DW1A5326FB577523	HMES	515023	TRAILER	IN	IN	2	STOUGHTON
1DW1A5328FB577524	HMES	515024	TRAILER	IN	IN	2	STOUGHTON
1DW1A532XFB577525	HMES	515025	TRAILER	IN	IN	2	STOUGHTON
1DW1A5321FB577526	HMES	515026	TRAILER	IN	IN	2	STOUGHTON
1DW1A5323FB577527	HMES	515027	TRAILER	IN	IN	2	STOUGHTON
1DW1A5325FB577528	HMES	515028	TRAILER	IN	IN	2	STOUGHTON
1DW1A5327FB577529	HMES	515029	TRAILER	IN	IN	2	STOUGHTON
1DW1A5323FB577530	HMES	515030	TRAILER	IN	IN	2	STOUGHTON
1DW1A5325FB577531	HMES	515031	TRAILER	IN	IN	2	STOUGHTON
1DW1A5327FB577532	HMES	515032	TRAILER	IN	IN	2	STOUGHTON

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1JJV281D6HL987978	YRCF	135425	TRAILER	IN	IN	2	WABASH
1JJV281D8HL987979	YRCF	135426	TRAILER	IN	IN	2	WABASH
1JJV281D4HL987980	YRCF	135427	TRAILER	IN	IN	2	WABASH
1JJV281D6HL987981	YRCF	135428	TRAILER	IN	IN	2	WABASH
1JJV281D8HL987982	YRCF	135429	TRAILER	IN	IN	2	WABASH
1JJV281DXHL987983	YRCF	135430	TRAILER	IN	IN	2	WABASH
1JJV281D1HL987984	YRCF	135431	TRAILER	IN	IN	2	WABASH
1JJV281D3HL987985	YRCF	135432	TRAILER	IN	IN	2	WABASH
1JJV281D5HL987986	YRCF	135433	TRAILER	IN	IN	2	WABASH
1JJV281D7HL987987	YRCF	135434	TRAILER	IN	IN	2	WABASH
1JJV281D9HL987988	YRCF	135435	TRAILER	IN	IN	2	WABASH
1JJV281D0HL987989	YRCF	135436	TRAILER	IN	IN	2	WABASH

VIN	BRAND	UNIT	TYPE	TITLE STATE	REGISTRATION STATE	COLLATERAL CATEGORY	MAKE
3AKGGEDV4GDHC4909	HMES	16070	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC4884	HMES	16078	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC4887	HMES	16080	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC4897	HMES	16088	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC5026	HMES	16113	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC4936	HMES	16141	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC4903	HMES	16158	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4913	HMES	16159	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC4919	HMES	16193	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3825	HMES	17066	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3833	HMES	17074	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3843	HMES	17084	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3873	HMES	17114	TRACTOR	MI	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3878	HMES	17119	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3941	HMES	17182	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3965	HMES	17206	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3978	HMES	17219	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3989	HMES	17230	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS4011	HMES	17252	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS4028	HMES	17269	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS4051	HMES	17292	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS4057	HMES	17298	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS4070	HMES	17311	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC4922	HMES	79849	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHM6403	HMES	79862	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC5033	HMES	79877	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC4914	HMES	79939	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3976	HMES	79940	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC4998	HMES	79945	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4829	HMES	79947	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC4902	HMES	79952	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC5036	HMES	79953	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC5077	HMES	79954	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC5059	HMES	79955	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC5069	HMES	79980	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3813	HMES	89251	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC4917	HMES	89263	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC4814	HMES	16003	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4815	HMES	16004	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC4825	HMES	16014	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4896	HMES	16027	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC5007	HMES	16033	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4875	HMES	16064	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4882	HMES	16065	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4894	HMES	16066	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC4900	HMES	16068	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4908	HMES	16069	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC5029	HMES	16074	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC5053	HMES	16076	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC4886	HMES	16079	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4877	HMES	16083	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC4885	HMES	16085	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC4888	HMES	16086	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC4891	HMES	16087	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC4991	HMES	16091	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC4993	HMES	16093	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC5010	HMES	16097	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC5011	HMES	16098	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC5012	HMES	16099	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC5013	HMES	16100	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC5014	HMES	16101	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC5015	HMES	16102	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC5016	HMES	16103	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5017	HMES	16104	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC5018	HMES	16105	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC5019	HMES	16106	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5020	HMES	16107	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC5021	HMES	16108	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC5022	HMES	16109	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC5023	HMES	16110	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC5024	HMES	16111	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC5025	HMES	16112	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC5028	HMES	16115	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC5030	HMES	16116	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC5045	HMES	16117	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC5050	HMES	16118	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5079	HMES	16120	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC5085	HMES	16121	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC4881	HMES	16122	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC4883	HMES	16123	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4889	HMES	16124	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC4890	HMES	16125	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC4893	HMES	16126	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC4899	HMES	16127	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4901	HMES	16128	TRACTOR	IN	IN	2	FREIGHTLINER

3AKGGEDV9GDHC4906	HMES	16130	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC4907	HMES	16131	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4911	HMES	16133	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC4918	HMES	16137	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC4920	HMES	16138	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC4924	HMES	16139	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4942	HMES	16142	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4946	HMES	16143	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4892	HMES	16146	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4990	HMES	16147	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC5000	HMES	16150	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5003	HMES	16151	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC5078	HMES	16152	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC5080	HMES	16153	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC5081	HMES	16154	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5082	HMES	16155	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC4898	HMES	16156	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4915	HMES	16161	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4989	HMES	16162	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC5005	HMES	16167	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC5006	HMES	16168	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC5008	HMES	16169	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC5031	HMES	16170	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC5032	HMES	16171	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC5037	HMES	16175	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC5039	HMES	16177	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC5040	HMES	16178	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC5043	HMES	16181	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC5046	HMES	16183	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC5047	HMES	16184	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5048	HMES	16185	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC5049	HMES	16186	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC5054	HMES	16187	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC5060	HMES	16189	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHM6402	HMES	16190	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHM6404	HMES	16192	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC4921	HMES	16194	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC4923	HMES	16196	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC4928	HMES	16198	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC5064	HMES	16199	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4879	HMES	16202	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4925	HMES	16203	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4932	HMES	16204	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC4934	HMES	16205	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC4938	HMES	16206	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4939	HMES	16207	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC4940	HMES	16208	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC5056	HMES	16210	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC5057	HMES	16211	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC5068	HMES	16213	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC5074	HMES	16214	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC5083	HMES	16215	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC5084	HMES	16216	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4929	HMES	16217	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC5055	HMES	16218	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC4905	HMES	16219	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4930	HMES	16221	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC4931	HMES	16222	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC4935	HMES	16223	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC4937	HMES	16224	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC4941	HMES	16225	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4944	HMES	16226	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC4945	HMES	16227	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5051	HMES	16228	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC5061	HMES	16229	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC5062	HMES	16230	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC5063	HMES	16231	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5065	HMES	16232	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC5066	HMES	16233	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV9GDHC5067	HMES	16234	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC5071	HMES	16235	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC5075	HMES	16237	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC5073	HMES	16238	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3759	HMES	17000	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3783	HMES	17024	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3785	HMES	17026	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3807	HMES	17048	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3809	HMES	17050	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3810	HMES	17051	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3811	HMES	17052	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3812	HMES	17053	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3814	HMES	17055	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3815	HMES	17056	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3816	HMES	17057	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3817	HMES	17058	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3818	HMES	17059	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3819	HMES	17060	TRACTOR	IN	IN	2	FREIGHTLINER

1FUGGEDV0HLHS3821	HMES	17062	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3822	HMES	17063	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3823	HMES	17064	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3824	HMES	17065	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3826	HMES	17067	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3828	HMES	17069	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3829	HMES	17070	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3830	HMES	17071	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3831	HMES	17072	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3832	HMES	17073	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3834	HMES	17075	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3835	HMES	17076	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3836	HMES	17077	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3837	HMES	17078	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3838	HMES	17079	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3839	HMES	17080	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3840	HMES	17081	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3841	HMES	17082	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3842	HMES	17083	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3844	HMES	17085	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3846	HMES	17087	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3848	HMES	17089	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3849	HMES	17090	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3851	HMES	17092	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3855	HMES	17096	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3857	HMES	17098	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3858	HMES	17099	TRACTOR	MI	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3859	HMES	17100	TRACTOR	MI	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3860	HMES	17101	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3861	HMES	17102	TRACTOR	MI	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3863	HMES	17104	TRACTOR	MI	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3864	HMES	17105	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3865	HMES	17106	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3866	HMES	17107	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3867	HMES	17108	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3869	HMES	17110	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3871	HMES	17112	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3872	HMES	17113	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3874	HMES	17115	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3875	HMES	17116	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3876	HMES	17117	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3879	HMES	17120	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3880	HMES	17121	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3881	HMES	17122	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3882	HMES	17123	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3883	HMES	17124	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3884	HMES	17125	TRACTOR	IN	IN	2	FREIGHTLINER
1FUJGEDV7HLHS3885	HMES	17126	TRACTOR	IN	IN	2	FREIGHTLINER
1FUJGEDV9HLHS3886	HMES	17127	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3887	HMES	17128	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3888	HMES	17129	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3889	HMES	17130	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3891	HMES	17132	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3892	HMES	17133	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3893	HMES	17134	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3894	HMES	17135	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3896	HMES	17137	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3897	HMES	17138	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3898	HMES	17139	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3899	HMES	17140	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3903	HMES	17144	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3905	HMES	17146	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3907	HMES	17148	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3908	HMES	17149	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3909	HMES	17150	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3910	HMES	17151	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3911	HMES	17152	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3912	HMES	17153	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3913	HMES	17154	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3915	HMES	17156	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3916	HMES	17157	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3917	HMES	17158	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3918	HMES	17159	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3920	HMES	17161	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3922	HMES	17163	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3924	HMES	17165	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3925	HMES	17166	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3926	HMES	17167	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3927	HMES	17168	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3929	HMES	17170	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3930	HMES	17171	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3931	HMES	17172	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3932	HMES	17173	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3934	HMES	17175	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3935	HMES	17176	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3936	HMES	17177	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3937	HMES	17178	TRACTOR	IN	IN	2	FREIGHTLINER

1FUGGEDV1HLHS3939	HMES	17179	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3938	HMES	17180	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3940	HMES	17181	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3942	HMES	17183	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3943	HMES	17184	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3944	HMES	17185	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3946	HMES	17187	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3947	HMES	17188	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3949	HMES	17190	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3950	HMES	17191	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3952	HMES	17193	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3953	HMES	17194	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3954	HMES	17195	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3955	HMES	17196	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3956	HMES	17197	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3957	HMES	17198	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3958	HMES	17199	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3960	HMES	17201	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3961	HMES	17202	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3963	HMES	17204	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3964	HMES	17205	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3966	HMES	17207	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3967	HMES	17208	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3968	HMES	17209	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGHLDV2HSHS3969	HMES	17210	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3970	HMES	17211	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3971	HMES	17212	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3972	HMES	17213	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3973	HMES	17214	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3974	HMES	17215	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3975	HMES	17216	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3979	HMES	17220	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3981	HMES	17222	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3982	HMES	17223	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3983	HMES	17224	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3984	HMES	17225	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3985	HMES	17226	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3987	HMES	17228	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3988	HMES	17229	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3990	HMES	17231	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3991	HMES	17232	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3993	HMES	17234	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3994	HMES	17235	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3995	HMES	17236	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3996	HMES	17237	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3997	HMES	17238	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3998	HMES	17239	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS4000	HMES	17241	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS4001	HMES	17242	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS4003	HMES	17244	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS4004	HMES	17245	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS4005	HMES	17246	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS4006	HMES	17247	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS4007	HMES	17248	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS4008	HMES	17249	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS4009	HMES	17250	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS4010	HMES	17251	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS4012	HMES	17253	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS4013	HMES	17254	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS4014	HMES	17255	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS4015	HMES	17256	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS4017	HMES	17258	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS4018	HMES	17259	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS4019	HMES	17260	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS4020	HMES	17261	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS4021	HMES	17262	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS4023	HMES	17264	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS4024	HMES	17265	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS4025	HMES	17266	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS4027	HMES	17268	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS4030	HMES	17271	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS4031	HMES	17272	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS4034	HMES	17275	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS4035	HMES	17276	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS4036	HMES	17277	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS4037	HMES	17278	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS4039	HMES	17280	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS4040	HMES	17281	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS4041	HMES	17282	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS4042	HMES	17283	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS4043	HMES	17284	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS4044	HMES	17285	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS4045	HMES	17286	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS4046	HMES	17287	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS4047	HMES	17288	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS4048	HMES	17289	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS4049	HMES	17290	TRACTOR	IN	IN	2	FREIGHTLINER

1FUGGEDV2HLHS4050	HMES	17291	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS4052	HMES	17293	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS4053	HMES	17294	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS4054	HMES	17295	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS4055	HMES	17296	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS4056	HMES	17297	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS4058	HMES	17299	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS4059	HMES	17300	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS4060	HMES	17301	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS4061	HMES	17302	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS4062	HMES	17303	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS4063	HMES	17304	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS4064	HMES	17305	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS4065	HMES	17306	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS4066	HMES	17307	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS4067	HMES	17308	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS4071	HMES	17312	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS4072	HMES	17313	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS4073	HMES	17314	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6569	HMES	18000	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6571	HMES	18002	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6574	HMES	18005	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6575	HMES	18006	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6576	HMES	18007	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2JLJN6577	HMES	18008	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6578	HMES	18009	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6579	HMES	18010	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6581	HMES	18012	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6582	HMES	18013	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6583	HMES	18014	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6584	HMES	18015	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6585	HMES	18016	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6586	HMES	18017	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5JLJN6587	HMES	18018	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6588	HMES	18019	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6589	HMES	18020	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5JLJN6590	HMES	18021	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6591	HMES	18022	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6592	HMES	18023	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6593	HMES	18024	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2JLJN6594	HMES	18025	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6595	HMES	18026	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6598	HMES	18029	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6599	HMES	18030	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6600	HMES	18031	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6601	HMES	18032	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6602	HMES	18033	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6603	HMES	18034	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6604	HMES	18035	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6605	HMES	18036	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5JLJN6606	HMES	18037	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6607	HMES	18038	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6608	HMES	18039	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6609	HMES	18040	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6610	HMES	18041	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6611	HMES	18042	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6612	HMES	18043	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6614	HMES	18045	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6615	HMES	18046	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6616	HMES	18047	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6617	HMES	18048	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6618	HMES	18049	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6619	HMES	18050	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6620	HMES	18051	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6621	HMES	18052	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6622	HMES	18053	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5JLJN6623	HMES	18054	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6624	HMES	18055	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6625	HMES	18056	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6626	HMES	18057	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2JLJN6627	HMES	18058	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6628	HMES	18059	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6629	HMES	18060	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6632	HMES	18063	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6634	HMES	18065	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6635	HMES	18066	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6636	HMES	18067	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5JLJN6637	HMES	18068	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6638	HMES	18069	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5JLJN6640	HMES	18071	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6641	HMES	18072	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6642	HMES	18073	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6643	HMES	18074	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2JLJN6644	HMES	18075	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6645	HMES	18076	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6646	HMES	18077	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6647	HMES	18078	TRACTOR	IN	IN	2	FREIGHTLINER

1FUGGEDVXJLJN6648	HMES	18079	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6649	HMES	18080	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6650	HMES	18081	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6651	HMES	18082	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6653	HMES	18084	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6655	HMES	18086	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6656	HMES	18087	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6657	HMES	18088	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2JLJN6658	HMES	18089	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6659	HMES	18090	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6660	HMES	18091	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2JLJN6661	HMES	18092	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6662	HMES	18093	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6663	HMES	18094	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6664	HMES	18095	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6665	HMES	18096	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6666	HMES	18097	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6667	HMES	18098	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5JLJN6668	HMES	18099	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6669	HMES	18100	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6670	HMES	18101	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5JLJN6671	HMES	18102	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6672	HMES	18103	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6673	HMES	18104	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6674	HMES	18105	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2JLJN6675	HMES	18106	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6676	HMES	18107	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6JLJN6677	HMES	18108	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6678	HMES	18109	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXJLJN6679	HMES	18110	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6681	HMES	18112	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1JLJN6683	HMES	18114	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3JLJN6684	HMES	18115	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7JLJN6686	HMES	18117	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6687	HMES	18118	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9JLJN6690	HMES	18121	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6691	HMES	18122	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0JLJN6710	HMES	18141	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6712	HMES	18143	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6714	HMES	18145	TRACTOR	IN	IN	2	FREIGHTLINER
1M1AW01Y1HM010161	NPME	1720	TRACTOR	IN	IN	2	MACK
1M1AW01Y5HM010163	NPME	1722	TRACTOR	IN	IN	2	MACK
1M1AW01Y7HM010164	NPME	1723	TRACTOR	IN	IN	2	MACK
1M1AW01Y9HM010165	NPME	1724	TRACTOR	IN	IN	2	MACK
1M1AW01Y2HM010167	NPME	1726	TRACTOR	IN	IN	2	MACK
1M1AW01Y6HM010169	NPME	1728	TRACTOR	IN	IN	2	MACK
1M1AW01Y4HM010171	NPME	1730	TRACTOR	IN	IN	2	MACK
1M1AW01Y6HM010172	NPME	1731	TRACTOR	IN	IN	2	MACK
1M1AW01Y8HM010173	NPME	1732	TRACTOR	IN	IN	2	MACK
1M1AW01YXHM010174	NPME	1733	TRACTOR	IN	IN	2	MACK
1M1AW01Y1HM010175	NPME	1734	TRACTOR	IN	IN	2	MACK
1M1AW01Y3HM010176	NPME	1735	TRACTOR	IN	IN	2	MACK
1M1AW01Y7HM010178	NPME	1737	TRACTOR	IN	IN	2	MACK
1M1AW01Y9HM010179	NPME	1738	TRACTOR	IN	IN	2	MACK
1M1AW01Y9HM010182	NPME	1741	TRACTOR	IN	IN	2	MACK
1M1AW01Y0HM010183	NPME	1742	TRACTOR	IN	IN	2	MACK
1M1AW01Y2HM010184	NPME	1743	TRACTOR	IN	IN	2	MACK
1M1AW01Y4HM010185	NPME	1744	TRACTOR	IN	IN	2	MACK
1M1AW01Y6HM010186	NPME	1745	TRACTOR	IN	IN	2	MACK
1M1AW01Y8HM010187	NPME	1746	TRACTOR	IN	IN	2	MACK
1M1AW01YXHM010188	NPME	1747	TRACTOR	IN	IN	2	MACK
1M1AW01Y1HM010189	NPME	1748	TRACTOR	IN	IN	2	MACK
1M1AW02Y6HM084223	NPME	131	TRACTOR	IN	IN	2	MACK
1M1AW02Y1HM084226	NPME	134	TRACTOR	IN	IN	2	MACK
1M1AW02Y3HM084227	NPME	135	TRACTOR	IN	IN	2	MACK
1M1AW02Y3HM084230	NPME	138	TRACTOR	IN	IN	2	MACK
1M1AW02Y5HM084231	NPME	139	TRACTOR	IN	IN	2	MACK
1M1AW02Y9HM084233	NPME	141	TRACTOR	IN	IN	2	MACK
1M1AW02Y0HM084234	NPME	142	TRACTOR	IN	IN	2	MACK
1M1AW02Y2HM084235	NPME	143	TRACTOR	IN	IN	2	MACK
1M1AW02YXHM084239	NPME	147	TRACTOR	IN	IN	2	MACK
1M1AW02Y8HM084241	NPME	149	TRACTOR	IN	IN	2	MACK
1M1AW02Y8HM084224	NPME	89249	TRACTOR	IN	IN	2	MACK
1M1AW02Y4HM084236	NPME	89250	TRACTOR	IN	IN	2	MACK
1M1AW01Y5HM010180	NPME	1739	TRACTOR	IN	IN	2	MACK
1M1AW01Y7HM010181	NPME	1740	TRACTOR	IN	IN	2	MACK
1M1AW01Y8HM010190	NPME	1749	TRACTOR	IN	IN	2	MACK
1M1AW02Y4HM084222	NPME	130	TRACTOR	IN	IN	2	MACK
1M1AW02YXHM084225	NPME	133	TRACTOR	IN	IN	2	MACK
1M1AW02Y5HM084228	NPME	136	TRACTOR	IN	IN	2	MACK
1M1AW02Y7HM084229	NPME	137	TRACTOR	IN	IN	2	MACK
1M1AW02Y7HM084232	NPME	140	TRACTOR	IN	IN	2	MACK
1M1AW02Y8HM084238	NPME	146	TRACTOR	IN	IN	2	MACK
1M1AW02Y6HM084240	NPME	148	TRACTOR	IN	IN	2	MACK
4V4M19EG1GN962785	REIM	66324	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG4GN962750	REIM	66339	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG6GN962782	REIM	66358	TRACTOR	IN	PQ	2	VOLVO

4V4M19EG2GN962777	REIM	66359	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG5GN962739	REIM	66360	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG8GN962833	REIM	66410	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG5GN962787	REIM	66411	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG4GN962764	REIM	66541	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG2GN962794	REIM	66647	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG0GN962809	REIM	66648	TRACTOR	IN	PQ	2	VOLVO
4V4M19EGXGN962803	REIM	66649	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG6GN962748	REIM	66664	TRACTOR	IN	PQ	2	VOLVO
4V4M19EGXGN962798	REIM	66665	TRACTOR	ON	PQ	2	VOLVO
4V4M19EG5GN962837	REIM	66985	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG7GN962788	REIM	67039	TRACTOR	IN	ON	2	VOLVO
4V4M19EG8GN962752	REIM	67040	TRACTOR	IN	ON	2	VOLVO
4V4M19EG4GN962814	REIM	67041	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG6GN962815	REIM	67042	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG3GN962836	REIM	67103	TRACTOR	IN	ON	2	VOLVO
4V4M19EG5GN962806	REIM	67104	TRACTOR	IN	ON	2	VOLVO
4V4M19EG1GN962804	REIM	67105	TRACTOR	IN	ON	2	VOLVO
4V4M19EG5GN962742	REIM	67106	TRACTOR	IN	ON	2	VOLVO
4V4M19EG8GN962749	REIM	67107	TRACTOR	IN	ON	2	VOLVO
4V4M19EG3GN962741	REIM	67108	TRACTOR	IN	ON	2	VOLVO
4V4M19EG0GN962759	REIM	67109	TRACTOR	IN	ON	2	VOLVO
4V4M19EG4GN962831	REIM	67119	TRACTOR	IN	ON	2	VOLVO
4V4M19EG0GN962762	REIM	67121	TRACTOR	IN	ON	2	VOLVO
4V4M19EG0GN962826	REIM	67124	TRACTOR	IN	ON	2	VOLVO
4V4M19EG3GN962769	REIM	67125	TRACTOR	IN	ON	2	VOLVO
4V4M19EG5GN962756	REIM	67126	TRACTOR	IN	ON	2	VOLVO
4V4M19EG0GN962776	REIM	67127	TRACTOR	IN	ON	2	VOLVO
4V4M19EG1GN962818	REIM	67131	TRACTOR	IN	ON	2	VOLVO
4V4M19EG7GN962824	REIM	67134	TRACTOR	IN	ON	2	VOLVO
4V4M19EG5GN962773	REIM	67143	TRACTOR	IN	ON	2	VOLVO
4V4M19EG1GN962799	REIM	67148	TRACTOR	IN	ON	2	VOLVO
4V4M19EG7GN962774	REIM	67151	TRACTOR	IN	ON	2	VOLVO
4V4M19EG1GN962740	REIM	67152	TRACTOR	IN	ON	2	VOLVO
4V4M19EG9GN962789	REIM	67153	TRACTOR	IN	ON	2	VOLVO
4V4M19EG0GN962812	REIM	67154	TRACTOR	IN	ON	2	VOLVO
4V4M19EG6GN962796	REIM	67155	TRACTOR	IN	ON	2	VOLVO
4V4M19EG1GN962821	REIM	67156	TRACTOR	IN	ON	2	VOLVO
4V4M19EG3GN962805	REIM	67158	TRACTOR	IN	ON	2	VOLVO
4V4M19EG9GN962825	REIM	67160	TRACTOR	IN	ON	2	VOLVO
4V4M19EG2GN962827	REIM	67163	TRACTOR	IN	ON	2	VOLVO
4V4M19EG9GN962758	REIM	67184	TRACTOR	IN	PQ	2	VOLVO
4V4M19EG7GN962791	REIM	67185	TRACTOR	IN	ON	2	VOLVO
4V4M19EG5GN962823	REIM	67186	TRACTOR	IN	ON	2	VOLVO
4V4M19EG6GN962751	REIM	67187	TRACTOR	IN	ON	2	VOLVO
4V4M19EG9GN962792	REIM	67188	TRACTOR	IN	ON	2	VOLVO
4V4M19EGXGN962767	REIM	67203	TRACTOR	IN	ON	2	VOLVO
4V4M19EG4GN962828	REIM	67204	TRACTOR	IN	ON	2	VOLVO
4V4M19EG6GN962832	REIM	67239	TRACTOR	IN	ON	2	VOLVO
4V4M19EG8GN962802	REIM	67240	TRACTOR	IN	ON	2	VOLVO
4V4M19EG3GN962786	REIM	67246	TRACTOR	IN	ON	2	VOLVO
4V4M19EGXGN962834	REIM	67247	TRACTOR	IN	ON	2	VOLVO
4V4M19EG0GN962793	REIM	67249	TRACTOR	IN	SK	2	VOLVO
4V4M19EG2GN962830	REIM	67250	TRACTOR	IN	SK	2	VOLVO
4V4M19EG3GN962819	REIM	67253	TRACTOR	IN	SK	2	VOLVO
4V4M19EG9GN962811	REIM	67259	TRACTOR	IN	SK	2	VOLVO
4V4M19EG6GN962829	REIM	67260	TRACTOR	IN	SK	2	VOLVO
4V4M19EG8GN962816	REIM	67271	TRACTOR	IN	AB	2	VOLVO
4V4M19EG4GN962781	REIM	67272	TRACTOR	IN	AB	2	VOLVO
4V4M19EG9GN962775	REIM	67273	TRACTOR	IN	AB	2	VOLVO
4V4M19EG7GN962743	REIM	67275	TRACTOR	IN	AB	2	VOLVO
4V4M19EG4GN962747	REIM	67276	TRACTOR	IN	AB	2	VOLVO
4V4M19EG4GN962800	REIM	67284	TRACTOR	IN	AB	2	VOLVO
4V4M19EG7GN962810	REIM	67285	TRACTOR	IN	AB	2	VOLVO
4V4M19EG3GN962822	REIM	67299	TRACTOR	IN	AB	2	VOLVO
4V4M19EG6GN962801	REIM	67300	TRACTOR	IN	AB	2	VOLVO
4V4M19EG0GN962745	REIM	67311	TRACTOR	IN	AB	2	VOLVO
4V4M19EG2GN962763	REIM	67393	TRACTOR	IN	AB	2	VOLVO
4V4M19EG7GN962757	REIM	67406	TRACTOR	IN	AB	2	VOLVO
4V4M19EG9GN962744	REIM	67424	TRACTOR	IN	AB	2	VOLVO
4V4M19EG7GN962760	REIM	67492	TRACTOR	IN	BC	2	VOLVO
4V4M19EG1GN962768	REIM	67493	TRACTOR	IN	BC	2	VOLVO
4V4M19EG2GN962813	REIM	67494	TRACTOR	IN	BC	2	VOLVO
4V4M19EGXGN962820	REIM	67495	TRACTOR	IN	BC	2	VOLVO
4V4M19EG1GN962754	REIM	67498	TRACTOR	IN	BC	2	VOLVO
4V4M19EG3GN962772	REIM	67531	TRACTOR	IN	BC	2	VOLVO
4V4M19EGXGN962770	REIM	67532	TRACTOR	IN	BC	2	VOLVO
4V4M19EG1GN962771	REIM	67547	TRACTOR	IN	BC	2	VOLVO
1XPBA48X0HD441869	RETL	67390	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X3HD441848	RETL	67411	TRACTOR	IN	IN	2	PETERBILT
4V4M19EH2EN161417	RETL	67648	TRACTOR	IN	IN	2	VOLVO
3HSDGAPN2GN214565	RETL	67649	TRACTOR	IN	IN	2	INTERNATIONAL
4V4M19EH9EN161429	RETL	67651	TRACTOR	IN	IN	2	VOLVO
4V4M19EH7EN161428	RETL	67652	TRACTOR	IN	IN	2	VOLVO
3HSDGAPN3GN214526	RETL	67655	TRACTOR	IN	IN	2	INTERNATIONAL
4V4M19EH7EN161400	RETL	781827	TRACTOR	IN	IN	2	VOLVO
4V4M19EH4EN161404	RETL	781831	TRACTOR	IN	IN	2	VOLVO

4V4M19EHXEN161407	RETL	781834	TRACTOR	IN	IN	2	VOLVO
4V4M19EH1EN161411	RETL	781838	TRACTOR	IN	IN	2	VOLVO
4V4M19EH3EN161412	RETL	781839	TRACTOR	IN	IN	2	VOLVO
4V4M19EH5EN161413	RETL	781840	TRACTOR	IN	IN	2	VOLVO
4V4M19EH9EN161415	RETL	781842	TRACTOR	IN	IN	2	VOLVO
4V4M19EH0EN161416	RETL	781843	TRACTOR	IN	IN	2	VOLVO
4V4M19EH6EN161419	RETL	781846	TRACTOR	IN	IN	2	VOLVO
4V4M19EH2EN161420	RETL	781847	TRACTOR	IN	IN	2	VOLVO
4V4M19EH4EN161421	RETL	781848	TRACTOR	IN	IN	2	VOLVO
4V4M19EH6EN161422	RETL	781849	TRACTOR	IN	IN	2	VOLVO
4V4M19EH0EN161433	RETL	781860	TRACTOR	IN	IN	2	VOLVO
4V4M19EH2EN161434	RETL	781861	TRACTOR	IN	IN	2	VOLVO
3HSDGAPN4GN214504	RETL	781922	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN6GN214505	RETL	781923	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPNXGN214507	RETL	781925	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN1GN214508	RETL	781926	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPNXGN214510	RETL	781928	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN1GN214511	RETL	781929	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN7GN214514	RETL	781931	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN0GN214516	RETL	781933	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN8GN214523	RETL	781938	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPNXGN214524	RETL	781939	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN1GN214525	RETL	781940	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN7GN214528	RETL	781943	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN7GN214531	RETL	781946	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN9GN214532	RETL	781947	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN0GN214533	RETL	781948	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN2GN214534	RETL	781949	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN4GN214535	RETL	781950	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN6GN214536	RETL	781951	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN3GN214560	RETL	781954	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN7GN214562	RETL	781956	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN8GN214568	RETL	781962	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN3GN214574	RETL	781968	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN0GN214595	RETL	781970	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN6GN214598	RETL	781973	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN2GN214601	RETL	781976	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN6GN214603	RETL	781978	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN8GN214604	RETL	781979	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPNXGN214605	RETL	781980	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN5GN214608	RETL	781983	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN7GN214609	RETL	781984	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN8GN279615	RETL	781987	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPNXGN279616	RETL	781988	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN1GN279617	RETL	781989	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN5GN279622	RETL	781994	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN7GN279623	RETL	781995	TRACTOR	IN	IN	2	INTERNATIONAL
4V4MC9EHXEN161448	RETL	9260	TRACTOR	IN	IN	2	VOLVO
3HSDJAPR4GN214619	RETL	79804	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDJAPR9GN214616	RETL	79805	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDJAPR3GN214613	RETL	79806	TRACTOR	IN	IN	2	INTERNATIONAL
4V4MC9EH5EN161440	RETL	79918	TRACTOR	IN	IN	2	VOLVO
1XPBA48X1HD441878	RETL	82036	TRACTOR	IN	IN	2	PETERBILT
1XPBD49X4HD441914	RETL	9320	TRACTOR	IN	IN	2	PETERBILT
3HSDGAPN9GN279624	RETL	67624	TRACTOR	IN	IN	2	INTERNATIONAL
4V4M19EH4EN161399	RETL	81826	TRACTOR	IN	IN	2	VOLVO
4V4M19EH9EN161401	RETL	81828	TRACTOR	IN	IN	2	VOLVO
4V4M19EH0EN161402	RETL	81829	TRACTOR	IN	IN	2	VOLVO
4V4M19EH2EN161403	RETL	81830	TRACTOR	IN	IN	2	VOLVO
4V4M19EH1EN161408	RETL	81835	TRACTOR	IN	IN	2	VOLVO
4V4M19EH3EN161409	RETL	81836	TRACTOR	IN	IN	2	VOLVO
4V4M19EH7EN161414	RETL	81841	TRACTOR	IN	IN	2	VOLVO
4V4M19EH4EN161418	RETL	81845	TRACTOR	IN	IN	2	VOLVO
4V4M19EH8EN161423	RETL	81850	TRACTOR	IN	IN	2	VOLVO
4V4M19EH1EN161425	RETL	81852	TRACTOR	IN	IN	2	VOLVO
4V4M19EH5EN161430	RETL	81857	TRACTOR	IN	IN	2	VOLVO
4V4M19EH9EN161432	RETL	81859	TRACTOR	IN	IN	2	VOLVO
4V4M19EH4EN161435	RETL	81862	TRACTOR	IN	IN	2	VOLVO
3HSDGAPN3GN084652	RETL	81921	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN8GN214506	RETL	81924	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN3GN214509	RETL	81927	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN9GN214515	RETL	81932	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN5GN214530	RETL	81945	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN9GN214563	RETL	81957	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPNXGN214569	RETL	81963	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN5GN214575	RETL	81969	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN4GN214602	RETL	81977	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN1GN279620	RETL	81992	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN3GN279621	RETL	81993	TRACTOR	IN	IN	2	INTERNATIONAL
1XPBA48X4HD441843	RETL	82001	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X8HD441845	RETL	82003	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X1HD441847	RETL	82005	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X1HD441850	RETL	82008	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X3HD441851	RETL	82009	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X5HD441852	RETL	82010	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X7HD441853	RETL	82011	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X9HD441854	RETL	82012	TRACTOR	IN	IN	2	PETERBILT

1XPBA48X0HD441855	RETL	82013	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X2HD441856	RETL	82014	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X4HD441857	RETL	82015	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X6HD441858	RETL	82016	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X8HD441859	RETL	82017	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X4HD441860	RETL	82018	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X6HD441861	RETL	82019	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X8HD441862	RETL	82020	TRACTOR	IN	IN	2	PETERBILT
1XPBA48XXHD441863	RETL	82021	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X1HD441864	RETL	82022	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X3HD441865	RETL	82023	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X5HD441866	RETL	82024	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X7HD441867	RETL	82025	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X9HD441868	RETL	82026	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X7HD441870	RETL	82028	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X9HD441871	RETL	82029	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X0HD441872	RETL	82030	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X2HD441873	RETL	82031	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X4HD441874	RETL	82032	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X6HD441875	RETL	82033	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X8HD441876	RETL	82034	TRACTOR	IN	IN	2	PETERBILT
1XPBA48XXHD441877	RETL	82035	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X3HD441879	RETL	82037	TRACTOR	IN	IN	2	PETERBILT
1XPBA48XXHD441880	RETL	82038	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X1HD441881	RETL	82039	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X3HD441882	RETL	82040	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X5HD441883	RETL	82041	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X9HD441885	RETL	82043	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X0HD441886	RETL	82044	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X2HD441887	RETL	82045	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X6HD441889	RETL	82047	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X4HD441891	RETL	82049	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X6HD441892	RETL	82050	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X8HD441893	RETL	82051	TRACTOR	IN	IN	2	PETERBILT
1XPBA48XXHD441894	RETL	82052	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X1HD441895	RETL	82053	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X3HD441896	RETL	82054	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X5HD441897	RETL	82055	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X7HD441898	RETL	82056	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X9HD441899	RETL	82057	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X1HD441900	RETL	82058	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X3HD441901	RETL	82059	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X5HD441902	RETL	82060	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X7HD441903	RETL	82061	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X9HD441904	RETL	82062	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X0HD441905	RETL	82063	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X1JD478970	RETL	82117	TRACTOR	IN	IN	2	PETERBILT
4V4MC9EH9EN161439	RETL	9251	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH7EN161441	RETL	9253	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH1EN161449	RETL	9261	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH8EN161450	RETL	9262	TRACTOR	IN	IN	2	VOLVO
4V4MC9EHXEN161451	RETL	9263	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH1EN161452	RETL	9264	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH3EN161453	RETL	9265	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH5EN161454	RETL	9266	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH7EN161455	RETL	9267	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH0EN161457	RETL	9269	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH0EN161460	RETL	9272	TRACTOR	IN	IN	2	VOLVO
3HSDJAPR4GN084664	RETL	9306	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDJAPRXGN214611	RETL	9307	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDJAPR1GN214612	RETL	9308	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDJAPR7GN214615	RETL	9311	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDJAPR0GN214617	RETL	9313	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDJAPR2GN214618	RETL	9314	TRACTOR	IN	IN	2	INTERNATIONAL
1XPBD49X9HD441911	RETL	9317	TRACTOR	IN	IN	2	PETERBILT
1XPBD49X2HD441913	RETL	9319	TRACTOR	IN	IN	2	PETERBILT
1XPBD49X4HD442030	RETL	9321	TRACTOR	IN	IN	2	PETERBILT
1XPBD49X6HD442031	RETL	9322	TRACTOR	IN	IN	2	PETERBILT
1XPBD49X8HD442032	RETL	9323	TRACTOR	IN	IN	2	PETERBILT
1XPBD49XXHD442033	RETL	9324	TRACTOR	IN	IN	2	PETERBILT
1XPBD49X1HD442034	RETL	9325	TRACTOR	IN	IN	2	PETERBILT
4V4M19EG2GN962746	YRCF	66210	TRACTOR	IN	IN	2	VOLVO
4V4M19EG6GN962779	YRCF	66212	TRACTOR	IN	IN	2	VOLVO
4V4M19EG8GN962783	YRCF	66242	TRACTOR	IN	IN	2	VOLVO
4V4M19EG3GN962755	YRCF	66243	TRACTOR	IN	IN	2	VOLVO
4V4M19EG4GN962778	YRCF	66259	TRACTOR	IN	IN	2	VOLVO
4V4M19EG1GN962835	YRCF	66265	TRACTOR	IN	IN	2	VOLVO
4V4M19EGXGN962817	YRCF	66273	TRACTOR	IN	IN	2	VOLVO
4V4M19EG9GN962808	YRCF	66282	TRACTOR	IN	IN	2	VOLVO
4V4M19EG7GN962807	YRCF	66288	TRACTOR	IN	IN	2	VOLVO
4V4M19EG8GN962797	YRCF	66294	TRACTOR	IN	IN	2	VOLVO
4V4M19EG6GN962765	YRCF	66334	TRACTOR	IN	IN	2	VOLVO
4V4M19EG2GN962780	YRCF	66338	TRACTOR	IN	IN	2	VOLVO
3AKBGADV2GDHC3552	YRCF	66530	TRACTOR	IN	IN	2	FREIGHTLINER
4V4M19EHXEN161424	YRCF	66855	TRACTOR	IN	IN	2	VOLVO
3HSDGAPNXGN214538	YRCF	66859	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN2GN214520	YRCF	66863	TRACTOR	IN	IN	2	INTERNATIONAL

3HSDGAPN5GN214527	YRCF	66865	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN6GN214567	YRCF	66866	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN8GN214599	YRCF	66868	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN3GN214607	YRCF	66871	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN6GN279614	YRCF	66872	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN3GN279618	YRCF	66873	TRACTOR	IN	IN	2	INTERNATIONAL
1M1AW01Y5HM010177	YRCF	67057	TRACTOR	IN	IN	2	MACK
1M1AW01Y4HM010168	YRCF	67115	TRACTOR	IN	IN	2	MACK
1M1AW01Y3HM010162	YRCF	67116	TRACTOR	IN	IN	2	MACK
1M1AW01Y6HM010155	YRCF	67138	TRACTOR	IN	IN	2	MACK
1M1AW01YXHM010160	YRCF	67142	TRACTOR	IN	IN	2	MACK
1M1AW01Y8HM010156	YRCF	67144	TRACTOR	IN	IN	2	MACK
1M1AW01YXHM010157	YRCF	67150	TRACTOR	IN	IN	2	MACK
1M1AW01Y1HM010158	YRCF	67157	TRACTOR	IN	IN	2	MACK
1M1AW01Y0HM010166	YRCF	67166	TRACTOR	IN	IN	2	MACK
1M1AW01Y2HM010170	YRCF	67330	TRACTOR	IN	IN	2	MACK
1XPBAP8X9JD487014	YRCF	67352	TRACTOR	IN	IN	2	PETERBILT
1XPBAP8X2JD486982	YRCF	67353	TRACTOR	IN	IN	2	PETERBILT
3HSDGAPN9GN214529	YRCF	67379	TRACTOR	IN	IN	2	INTERNATIONAL
1XPBA48XXHD441846	YRCF	67380	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X2HD441842	YRCF	67381	TRACTOR	IN	IN	2	PETERBILT
3HSDGAPN3GN214610	YRCF	67387	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN5GN279619	YRCF	67388	TRACTOR	IN	IN	2	INTERNATIONAL
1XPBA48X6HD441844	YRCF	67389	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X5HD441849	YRCF	67410	TRACTOR	IN	IN	2	PETERBILT
1XKYAP8X1JJ207636	YRCF	67429	TRACTOR	IN	IN	2	KENWORTH
1XPBAP8X0JD486981	YRCF	67441	TRACTOR	IN	IN	2	PETERBILT
1XPBAP8X8JD487005	YRCF	67442	TRACTOR	IN	IN	2	PETERBILT
1XKYAP8X0JJ207630	YRCF	67450	TRACTOR	IN	IN	2	KENWORTH
3HSDGAPN8GN214537	YRCF	67456	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN5GN214561	YRCF	67457	TRACTOR	IN	IN	2	INTERNATIONAL
1XPBAP8X9JD481648	YRCF	67510	TRACTOR	IN	IN	2	PETERBILT
1XKYAP8X1JJ207622	YRCF	67513	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X5JJ207638	YRCF	67555	TRACTOR	IN	IN	2	KENWORTH
4V4W19EG4KN901917	YRCF	67584	TRACTOR	IN	IN	2	VOLVO
4V4W19EG5KN901926	YRCF	67585	TRACTOR	IN	IN	2	VOLVO
4V4W19EG4KN901903	YRCF	67612	TRACTOR	IN	IN	2	VOLVO
3HSDGAPN6GN214519	YRCF	67631	TRACTOR	IN	IN	2	INTERNATIONAL
4V4M19EHXEN161410	YRCF	781837	TRACTOR	IN	IN	2	VOLVO
4V4M19EH3EN161426	YRCF	781853	TRACTOR	IN	IN	2	VOLVO
4V4M19EH5EN161427	YRCF	781854	TRACTOR	IN	IN	2	VOLVO
4V4M19EH7EN161431	YRCF	781858	TRACTOR	IN	IN	2	VOLVO
3HSDGAPN2GN214517	YRCF	781934	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN4GN214518	YRCF	781935	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN0GN214564	YRCF	781958	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPNXGN214572	YRCF	781966	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN1GN214573	YRCF	781967	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN0GN214600	YRCF	781975	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN1GN214606	YRCF	781981	TRACTOR	IN	IN	2	INTERNATIONAL
1FUGGEDV0HLHS3902	YRCF	67254	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS4016	YRCF	67263	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3773	YRCF	79355	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS4029	YRCF	79440	TRACTOR	IN	IN	2	FREIGHTLINER
4V4MC9EH4EN161459	YRCF	79560	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH9EN161456	YRCF	79561	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH2EN161458	YRCF	79563	TRACTOR	IN	IN	2	VOLVO
3AKGGEDV2GDHC5041	YRCF	79596	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC4995	YRCF	79597	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC4813	YRCF	79598	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC4943	YRCF	79599	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC4996	YRCF	79600	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV3GDHC5002	YRCF	79601	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC4904	YRCF	79664	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV6HLHS3919	YRCF	79676	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3868	YRCF	79716	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6633	YRCF	79722	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3945	YRCF	79723	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS4002	YRCF	79724	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS4033	YRCF	79725	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC5044	YRCF	79730	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3977	YRCF	79731	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV0GDHC4910	YRCF	79732	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3845	YRCF	79735	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3870	YRCF	79742	TRACTOR	MI	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3951	YRCF	79743	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDVXHLHS3986	YRCF	79744	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3895	YRCF	79745	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3856	YRCF	79746	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS4069	YRCF	79751	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3992	YRCF	79757	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8JLJN6597	YRCF	79758	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3850	YRCF	79761	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC4916	YRCF	79762	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV3HLHS3862	YRCF	79764	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC5072	YRCF	79765	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC5058	YRCF	79766	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3820	YRCF	79767	TRACTOR	IN	IN	2	FREIGHTLINER

1FUGGEDVXHLHS4068	YRCF	79768	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS4026	YRCF	79769	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC4997	YRCF	79771	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC4912	YRCF	79772	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4927	YRCF	79773	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV1HLHS3827	YRCF	79774	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV8GDHC5027	YRCF	79778	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC4933	YRCF	79867	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV9HLHS3901	YRCF	79887	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4880	YRCF	79888	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC4823	YRCF	79894	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV2HLHS3853	YRCF	79913	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC5042	YRCF	79925	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDVXGDHC4994	YRCF	79942	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3914	YRCF	79971	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV1GDHC5001	YRCF	79973	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4HLHS3904	YRCF	79984	TRACTOR	IN	IN	2	FREIGHTLINER
1M1AW02Y6HM084237	YRCF	79985	TRACTOR	IN	IN	2	MACK
1FUGGEDVXJLJN6570	YRCF	79987	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV2GDHC5038	YRCF	79989	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV6GDHC4992	YRCF	89238	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV4GDHC4926	YRCF	89239	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV5HLHS3877	YRCF	89240	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3906	YRCF	89241	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS3933	YRCF	89242	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3999	YRCF	89243	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV0HLHS4032	YRCF	89244	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3959	YRCF	89259	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV4JLJN6631	YRCF	89261	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV7HLHS3847	YRCF	89264	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV7GDHC5052	YRCF	89265	TRACTOR	IN	IN	2	FREIGHTLINER
3AKGGEDV5GDHC5034	YRCF	89268	TRACTOR	IN	IN	2	FREIGHTLINER
1FUGGEDV8HLHS3923	YRCF	89276	TRACTOR	IN	IN	2	FREIGHTLINER
1XKYAP8X8JJ207617	YRCF	12480	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8XXJJ207618	YRCF	12481	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X1JJ207619	YRCF	12482	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X8JJ207620	YRCF	12483	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8XXJJ207621	YRCF	12484	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X3JJ207623	YRCF	12486	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X7JJ207625	YRCF	12488	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X9JJ207626	YRCF	12489	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X0JJ207627	YRCF	12490	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X2JJ207628	YRCF	12491	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X4JJ207629	YRCF	12492	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X2JJ207631	YRCF	12494	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X4JJ207632	YRCF	12495	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X6JJ207633	YRCF	12496	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8XXJJ207635	YRCF	12498	TRACTOR	IN	IN	2	KENWORTH
1XKYAP8X3JJ207637	YRCF	12500	TRACTOR	IN	IN	2	KENWORTH
1XPBAP8XXJD486969	YRCF	12740	TRACTOR	IN	IN	2	PETERBILT
1XPBAP8X5JD486975	YRCF	12746	TRACTOR	IN	IN	2	PETERBILT
1XPBAP8X2JD486979	YRCF	12750	TRACTOR	IN	IN	2	PETERBILT
1XPBAP8X3JD487008	YRCF	12779	TRACTOR	IN	IN	2	PETERBILT
1XPBAP8X7JD487013	YRCF	12784	TRACTOR	IN	IN	2	PETERBILT
1XPBAP8X6JD487018	YRCF	12789	TRACTOR	IN	IN	2	PETERBILT
4V4W19EG9KN901878	YRCF	12971	TRACTOR	IN	IN	2	VOLVO
4V4W19EG0KN901879	YRCF	12972	TRACTOR	IN	IN	2	VOLVO
4V4W19EG7KN901880	YRCF	12973	TRACTOR	IN	IN	2	VOLVO
4V4W19EG9KN901881	YRCF	12974	TRACTOR	IN	IN	2	VOLVO
4V4W19EG0KN901882	YRCF	12975	TRACTOR	IN	IN	2	VOLVO
4V4W19EG2KN901883	YRCF	12976	TRACTOR	IN	IN	2	VOLVO
4V4W19EG4KN901884	YRCF	12977	TRACTOR	IN	IN	2	VOLVO
4V4W19EG6KN901885	YRCF	12978	TRACTOR	IN	IN	2	VOLVO
4V4W19EG8KN901886	YRCF	12979	TRACTOR	IN	IN	2	VOLVO
4V4W19EGXKN901887	YRCF	12980	TRACTOR	IN	IN	2	VOLVO
4V4W19EG1KN901888	YRCF	12981	TRACTOR	IN	IN	2	VOLVO
4V4W19EG3KN901889	YRCF	12982	TRACTOR	IN	IN	2	VOLVO
4V4W19EGXKN901890	YRCF	12983	TRACTOR	IN	IN	2	VOLVO
4V4W19EG1KN901891	YRCF	12984	TRACTOR	IN	IN	2	VOLVO
4V4W19EG3KN901892	YRCF	12985	TRACTOR	IN	IN	2	VOLVO
4V4W19EG5KN901893	YRCF	12986	TRACTOR	IN	IN	2	VOLVO
4V4W19EG7KN901894	YRCF	12987	TRACTOR	IN	IN	2	VOLVO
4V4W19EG9KN901895	YRCF	12988	TRACTOR	IN	IN	2	VOLVO
4V4W19EG0KN901896	YRCF	12989	TRACTOR	IN	IN	2	VOLVO
4V4W19EG2KN901897	YRCF	12990	TRACTOR	IN	IN	2	VOLVO
4V4W19EG4KN901898	YRCF	12991	TRACTOR	IN	IN	2	VOLVO
4V4W19EG6KN901899	YRCF	12992	TRACTOR	IN	IN	2	VOLVO
4V4W19EG9KN901900	YRCF	12993	TRACTOR	IN	IN	2	VOLVO
4V4W19EG0KN901901	YRCF	12994	TRACTOR	IN	IN	2	VOLVO
4V4W19EG2KN901902	YRCF	12995	TRACTOR	IN	IN	2	VOLVO
4V4W19EG6KN901904	YRCF	12997	TRACTOR	IN	IN	2	VOLVO
4V4W19EG8KN901905	YRCF	12998	TRACTOR	IN	IN	2	VOLVO
4V4W19EGXKN901906	YRCF	12999	TRACTOR	IN	IN	2	VOLVO
4V4W19EG1KN901907	YRCF	14000	TRACTOR	IN	IN	2	VOLVO
4V4W19EG3KN901908	YRCF	14001	TRACTOR	IN	IN	2	VOLVO
4V4W19EG5KN901909	YRCF	14002	TRACTOR	IN	IN	2	VOLVO
4V4W19EG1KN901910	YRCF	14003	TRACTOR	IN	IN	2	VOLVO

4V4W19EG3KN901911	YRCF	14004	TRACTOR	IN	IN	2	VOLVO
4V4W19EG5KN901912	YRCF	14005	TRACTOR	IN	IN	2	VOLVO
4V4W19EG7KN901913	YRCF	14006	TRACTOR	IN	IN	2	VOLVO
4V4W19EG9KN901914	YRCF	14007	TRACTOR	IN	IN	2	VOLVO
4V4W19EG0KN901915	YRCF	14008	TRACTOR	IN	IN	2	VOLVO
4V4W19EG2KN901916	YRCF	14009	TRACTOR	IN	IN	2	VOLVO
4V4W19EG8KN901919	YRCF	14012	TRACTOR	IN	IN	2	VOLVO
4V4W19EG4KN901920	YRCF	14013	TRACTOR	IN	IN	2	VOLVO
4V4W19EG6KN901921	YRCF	14014	TRACTOR	IN	IN	2	VOLVO
4V4W19EG8KN901922	YRCF	14015	TRACTOR	IN	IN	2	VOLVO
4V4W19EGXKN901923	YRCF	14016	TRACTOR	IN	IN	2	VOLVO
4V4W19EG1KN901924	YRCF	14017	TRACTOR	IN	IN	2	VOLVO
4V4W19EG3KN901925	YRCF	14018	TRACTOR	IN	IN	2	VOLVO
4V4W19EG7KN901927	YRCF	14020	TRACTOR	IN	IN	2	VOLVO
4V4W19EG9KN901928	YRCF	14021	TRACTOR	IN	IN	2	VOLVO
4V4W19EG0KN901929	YRCF	14022	TRACTOR	IN	IN	2	VOLVO
4V4W19EG7KN901930	YRCF	14023	TRACTOR	IN	IN	2	VOLVO
4V4W19EG9KN901931	YRCF	14024	TRACTOR	IN	IN	2	VOLVO
4V4W19EG0KN901932	YRCF	14025	TRACTOR	IN	IN	2	VOLVO
4V4W19EG2KN901933	YRCF	14026	TRACTOR	IN	IN	2	VOLVO
4V4W19EG4KN901934	YRCF	14027	TRACTOR	IN	IN	2	VOLVO
4V4W19EG6KN901935	YRCF	14028	TRACTOR	IN	IN	2	VOLVO
4V4W19EG8KN901936	YRCF	14029	TRACTOR	IN	IN	2	VOLVO
4V4W19EGXKN901937	YRCF	14030	TRACTOR	IN	IN	2	VOLVO
4V4W19EG1KN901938	YRCF	14031	TRACTOR	IN	IN	2	VOLVO
4V4W19EG3KN901939	YRCF	14032	TRACTOR	IN	IN	2	VOLVO
4V4W19EGXKN901940	YRCF	14033	TRACTOR	IN	IN	2	VOLVO
4V4W19EG3KN901942	YRCF	14035	TRACTOR	IN	IN	2	VOLVO
4V4W19EG5KN901943	YRCF	14036	TRACTOR	IN	IN	2	VOLVO
4V4W19EG7KN901944	YRCF	14037	TRACTOR	IN	IN	2	VOLVO
4V4W19EG9KN901945	YRCF	14038	TRACTOR	IN	IN	2	VOLVO
4V4W19EG0KN901946	YRCF	14039	TRACTOR	IN	IN	2	VOLVO
4V4W19EG2KN901947	YRCF	14040	TRACTOR	IN	IN	2	VOLVO
4V4W19EG4KN901948	YRCF	14041	TRACTOR	IN	IN	2	VOLVO
4V4W19EG6KN901949	YRCF	14042	TRACTOR	IN	IN	2	VOLVO
4V4W19EG2KN901950	YRCF	14043	TRACTOR	IN	IN	2	VOLVO
4V4W19EG4KN901951	YRCF	14044	TRACTOR	IN	IN	2	VOLVO
4V4W19EG6KN901952	YRCF	14045	TRACTOR	IN	IN	2	VOLVO
4V4W19EG8KN901953	YRCF	14046	TRACTOR	IN	IN	2	VOLVO
4V4W19EGXKN901954	YRCF	14047	TRACTOR	IN	IN	2	VOLVO
4V4W19EG1KN901955	YRCF	14048	TRACTOR	IN	IN	2	VOLVO
4V4W19EG3KN901956	YRCF	14049	TRACTOR	IN	IN	2	VOLVO
4V4W19EG5KN901957	YRCF	14050	TRACTOR	IN	IN	2	VOLVO
4V4W19EG7KN901958	YRCF	14051	TRACTOR	IN	IN	2	VOLVO
4V4W19EG7KN907601	YRCF	14352	TRACTOR	IN	IN	2	VOLVO
4V4M19EGXGN962784	YRCF	47554	TRACTOR	IN	IN	2	VOLVO
4V4M19EG4GN962795	YRCF	47577	TRACTOR	IN	IN	2	VOLVO
4V4M19EH6EN161405	YRCF	81832	TRACTOR	IN	IN	2	VOLVO
3HSDGAPN2GN214596	YRCF	81971	TRACTOR	IN	IN	2	INTERNATIONAL
3HSDGAPN4GN214597	YRCF	81972	TRACTOR	IN	IN	2	INTERNATIONAL
1XPBA48X7HD441884	YRCF	82042	TRACTOR	IN	IN	2	PETERBILT
1XPBA48X4HD441888	YRCF	82046	TRACTOR	IN	IN	2	PETERBILT
4V4MC9EH7EN161438	YRCF	9250	TRACTOR	IN	IN	2	VOLVO
4V4MC9EH6EN161446	YRCF	9258	TRACTOR	IN	IN	2	VOLVO
3HSDJAPR5GN214614	YRCF	9310	TRACTOR	IN	IN	2	INTERNATIONAL

Schedule 5.22(b)

Rolling Stock that constitutes Prepetition UST Tranche B Priority Collateral

As of August 28, 2023

[Attached]

VIN	BRAND	UNIT	TYPE	TITLE STATE	REGISTRATION STATE	COLLATERAL CATEGORY	MAKE
5V8VC4011MM109091	HMES	521000	TRAILER	IN	IN	1	VANGUARD
5V8VC4013MM109092	HMES	521001	TRAILER	IN	IN	1	VANGUARD
5V8VC4015MM109093	HMES	521002	TRAILER	IN	IN	1	VANGUARD
5V8VC4017MM109094	HMES	521003	TRAILER	IN	IN	1	VANGUARD
5V8VC4019MM109095	HMES	521004	TRAILER	IN	IN	1	VANGUARD
5V8VC4010MM109096	HMES	521005	TRAILER	IN	IN	1	VANGUARD
5V8VC4012MM109097	HMES	521006	TRAILER	IN	IN	1	VANGUARD
5V8VC4014MM109098	HMES	521007	TRAILER	IN	IN	1	VANGUARD
5V8VC4016MM109099	HMES	521008	TRAILER	IN	IN	1	VANGUARD
5V8VC4019MM109100	HMES	521009	TRAILER	IN	IN	1	VANGUARD
5V8VC4010MM109101	HMES	521010	TRAILER	IN	IN	1	VANGUARD
5V8VC4012MM109102	HMES	521011	TRAILER	IN	IN	1	VANGUARD
5V8VC4014MM109103	HMES	521012	TRAILER	IN	IN	1	VANGUARD
5V8VC4016MM109104	HMES	521013	TRAILER	IN	IN	1	VANGUARD
5V8VC4018MM109105	HMES	521014	TRAILER	IN	IN	1	VANGUARD
5V8VC401XMM109106	HMES	521015	TRAILER	IN	IN	1	VANGUARD
5V8VC4015NM203251	HMES	521016	TRAILER	IN	IN	1	VANGUARD
5V8VC4017NM203252	HMES	521017	TRAILER	IN	IN	1	VANGUARD
5V8VC4019NM203253	HMES	521018	TRAILER	IN	IN	1	VANGUARD
5V8VC4010NM203254	HMES	521019	TRAILER	IN	IN	1	VANGUARD
5V8VC4012NM203255	HMES	521020	TRAILER	IN	IN	1	VANGUARD
5V8VC4014NM203256	HMES	521021	TRAILER	IN	IN	1	VANGUARD
5V8VC4016NM203257	HMES	521022	TRAILER	IN	IN	1	VANGUARD
5V8VC4018NM203258	HMES	521023	TRAILER	IN	IN	1	VANGUARD
5V8VC401XNM203259	HMES	521024	TRAILER	IN	IN	1	VANGUARD
5V8VC4016NM203260	HMES	521025	TRAILER	IN	IN	1	VANGUARD
5V8VC4018NM203261	HMES	521026	TRAILER	IN	IN	1	VANGUARD
5V8VC401XNM203262	HMES	521027	TRAILER	IN	IN	1	VANGUARD
5V8VC4011NM203263	HMES	521028	TRAILER	IN	IN	1	VANGUARD
5V8VC4013NM203264	HMES	521029	TRAILER	IN	IN	1	VANGUARD
5V8VC4015NM203265	HMES	521030	TRAILER	IN	IN	1	VANGUARD
5V8VC4017NM203266	HMES	521031	TRAILER	IN	IN	1	VANGUARD
5V8VC4019NM203267	HMES	521032	TRAILER	IN	IN	1	VANGUARD
5V8VC4010NM203268	HMES	521033	TRAILER	IN	IN	1	VANGUARD
5V8VC4012NM203269	HMES	521034	TRAILER	IN	IN	1	VANGUARD
5V8VC4019NM203270	HMES	521035	TRAILER	IN	IN	1	VANGUARD
5V8VC4010NM203271	HMES	521036	TRAILER	IN	IN	1	VANGUARD
5V8VC4012NM203272	HMES	521037	TRAILER	IN	IN	1	VANGUARD
5V8VC4014NM203273	HMES	521038	TRAILER	IN	IN	1	VANGUARD
5V8VC4016NM203274	HMES	521039	TRAILER	IN	IN	1	VANGUARD
5V8VC4018NM203275	HMES	521040	TRAILER	IN	IN	1	VANGUARD
5V8VC401XNM203276	HMES	521041	TRAILER	IN	IN	1	VANGUARD
5V8VC4011NM203277	HMES	521042	TRAILER	IN	IN	1	VANGUARD
5V8VC4013NM203278	HMES	521043	TRAILER	IN	IN	1	VANGUARD
5V8VC4015NM203279	HMES	521044	TRAILER	IN	IN	1	VANGUARD
5V8VC4011NM203280	HMES	521045	TRAILER	IN	IN	1	VANGUARD
5V8VC4013NM203281	HMES	521046	TRAILER	IN	IN	1	VANGUARD
5V8VC4015NM203282	HMES	521047	TRAILER	IN	IN	1	VANGUARD
5V8VC4017NM203283	HMES	521048	TRAILER	IN	IN	1	VANGUARD
5V8VC4019NM203284	HMES	521049	TRAILER	IN	IN	1	VANGUARD
5V8VC4010NM203285	HMES	521050	TRAILER	IN	IN	1	VANGUARD
5V8VC4012NM203286	HMES	521051	TRAILER	IN	IN	1	VANGUARD
5V8VC4014NM203287	HMES	521052	TRAILER	IN	IN	1	VANGUARD
5V8VC4016NM203288	HMES	521053	TRAILER	IN	IN	1	VANGUARD
5V8VC4018NM203289	HMES	521054	TRAILER	IN	IN	1	VANGUARD
5V8VC4014NM203290	HMES	521055	TRAILER	IN	IN	1	VANGUARD
5V8VC4016NM203291	HMES	521056	TRAILER	IN	IN	1	VANGUARD
5V8VC4018NM203292	HMES	521057	TRAILER	IN	IN	1	VANGUARD
5V8VC401XNM203293	HMES	521058	TRAILER	IN	IN	1	VANGUARD
5V8VC4011NM203294	HMES	521059	TRAILER	IN	IN	1	VANGUARD
5V8VC4013NM203295	HMES	521060	TRAILER	IN	IN	1	VANGUARD
5V8VC4015NM203296	HMES	521061	TRAILER	IN	IN	1	VANGUARD
5V8VC4017NM203297	HMES	521062	TRAILER	IN	IN	1	VANGUARD
5V8VC4019NM203298	HMES	521063	TRAILER	IN	IN	1	VANGUARD
5V8VC4010NM203299	HMES	521064	TRAILER	IN	IN	1	VANGUARD
5V8VC4013NM203300	HMES	521065	TRAILER	IN	IN	1	VANGUARD
5V8VC4015NM203301	HMES	521066	TRAILER	IN	IN	1	VANGUARD
5V8VC4017NM203302	HMES	521067	TRAILER	IN	IN	1	VANGUARD
5V8VC4019NM203303	HMES	521068	TRAILER	IN	IN	1	VANGUARD
5V8VC4010NM203304	HMES	521069	TRAILER	IN	IN	1	VANGUARD
5V8VC4012NM203305	HMES	521070	TRAILER	IN	IN	1	VANGUARD
5V8VC4014NM203306	HMES	521071	TRAILER	IN	IN	1	VANGUARD
5V8VC4016NM203307	HMES	521072	TRAILER	IN	IN	1	VANGUARD
5V8VC4018NM203308	HMES	521073	TRAILER	IN	IN	1	VANGUARD

5V8VC401XNM203309	HMES	521074	TRAILER	IN	IN	1	VANGUARD
5V8VC4016NM203310	HMES	521075	TRAILER	IN	IN	1	VANGUARD
5V8VC4018NM203311	HMES	521076	TRAILER	IN	IN	1	VANGUARD
5V8VC401XNM203312	HMES	521077	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM204692	HMES	530994	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM204704	HMES	531006	TRAILER	IN	IN	1	VANGUARD
1JJV532D2EL795154	HMES	453662	TRAILER	IN	IN	1	WABASH
1JJV532D0EL794083	HMES	453671	TRAILER	IN	IN	1	WABASH
1JJV532D2EL796207	HMES	453675	TRAILER	IN	IN	1	WABASH
1JJV532D7EL795229	HMES	453677	TRAILER	IN	IN	1	WABASH
1JJV532D4EL795477	HMES	453678	TRAILER	IN	IN	1	WABASH
1JJV532D8EL795787	HMES	453679	TRAILER	IN	IN	1	WABASH
1JJV532D4EL796239	HMES	453680	TRAILER	IN	IN	1	WABASH
1JJV532D6EL796288	HMES	453681	TRAILER	IN	IN	1	WABASH
1JJV532D7EL796378	HMES	453682	TRAILER	IN	IN	1	WABASH
5V8VA4828MM109107	HMES	421000	TRAILER	IN	IN	1	VANGUARD
5V8VA482XMM109108	HMES	421001	TRAILER	IN	IN	1	VANGUARD
5V8VA4821MM109109	HMES	421002	TRAILER	IN	IN	1	VANGUARD
5V8VA4828MM109110	HMES	421003	TRAILER	IN	IN	1	VANGUARD
5V8VA482XMM109111	HMES	421004	TRAILER	IN	IN	1	VANGUARD
5V8VA4821MM109112	HMES	421005	TRAILER	IN	IN	1	VANGUARD
5V8VA4823MM109113	HMES	421006	TRAILER	IN	IN	1	VANGUARD
5V8VA4825MM109114	HMES	421007	TRAILER	IN	IN	1	VANGUARD
5V8VA4827MM109115	HMES	421008	TRAILER	IN	IN	1	VANGUARD
5V8VA4829MM109116	HMES	421009	TRAILER	IN	IN	1	VANGUARD
5V8VA4820MM109117	HMES	421010	TRAILER	IN	IN	1	VANGUARD
5V8VA4822MM109118	HMES	421011	TRAILER	IN	IN	1	VANGUARD
5V8VA4824MM109119	HMES	421012	TRAILER	IN	IN	1	VANGUARD
5V8VA4820MM109120	HMES	421013	TRAILER	IN	IN	1	VANGUARD
5V8VA4822MM109121	HMES	421014	TRAILER	IN	IN	1	VANGUARD
5V8VA4824MM109122	HMES	421015	TRAILER	IN	IN	1	VANGUARD
5V8VA4826MM109123	HMES	421016	TRAILER	IN	IN	1	VANGUARD
5V8VA4828MM109124	HMES	421017	TRAILER	IN	IN	1	VANGUARD
5V8VA482XMM109125	HMES	421018	TRAILER	IN	IN	1	VANGUARD
5V8VA4821MM109126	HMES	421019	TRAILER	IN	IN	1	VANGUARD
5V8VA4823MM109127	HMES	421020	TRAILER	IN	IN	1	VANGUARD
5V8VA4825MM109128	HMES	421021	TRAILER	IN	IN	1	VANGUARD
5V8VA4827MM109129	HMES	421022	TRAILER	IN	IN	1	VANGUARD
5V8VA4823MM109130	HMES	421023	TRAILER	IN	IN	1	VANGUARD
5V8VA4825MM109131	HMES	421024	TRAILER	IN	IN	1	VANGUARD
5V8VA4827MM109132	HMES	421025	TRAILER	IN	IN	1	VANGUARD
5V8VA4829MM109133	HMES	421026	TRAILER	IN	IN	1	VANGUARD
5V8VA4820MM109134	HMES	421027	TRAILER	IN	IN	1	VANGUARD
5V8VA4822MM109135	HMES	421028	TRAILER	IN	IN	1	VANGUARD
5V8VA4824MM109136	HMES	421029	TRAILER	IN	IN	1	VANGUARD
5V8VA4826MM109137	HMES	421030	TRAILER	IN	IN	1	VANGUARD
5V8VA4828MM109138	HMES	421031	TRAILER	IN	IN	1	VANGUARD
5V8VA482XMM109139	HMES	421032	TRAILER	IN	IN	1	VANGUARD
5V8VA4826MM109140	HMES	421033	TRAILER	IN	IN	1	VANGUARD
5V8VA4828MM109141	HMES	421034	TRAILER	IN	IN	1	VANGUARD
5V8VA482XMM109142	HMES	421035	TRAILER	IN	IN	1	VANGUARD
5V8VA4821MM109143	HMES	421036	TRAILER	IN	IN	1	VANGUARD
5V8VA4823MM109144	HMES	421037	TRAILER	IN	IN	1	VANGUARD
5V8VA4825MM109145	HMES	421038	TRAILER	IN	IN	1	VANGUARD
5V8VA4827MM109146	HMES	421039	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201092	HMES	421040	TRAILER	IN	IN	1	VANGUARD
5V8VA4822NT201093	HMES	421041	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201094	HMES	421042	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201095	HMES	421043	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201096	HMES	421044	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201097	HMES	421045	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201098	HMES	421046	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201099	HMES	421047	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201100	HMES	421048	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201101	HMES	421049	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201102	HMES	421050	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201103	HMES	421051	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201104	HMES	421052	TRAILER	IN	IN	1	VANGUARD
5V8VA4825NT201105	HMES	421053	TRAILER	IN	IN	1	VANGUARD
5V8VA4827NT201106	HMES	421054	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201107	HMES	421055	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201108	HMES	421056	TRAILER	IN	IN	1	VANGUARD
5V8VA4822NT201109	HMES	421057	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201110	HMES	421058	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201111	HMES	421059	TRAILER	IN	IN	1	VANGUARD

5V8VA4822NT201112	HMES	421060	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201113	HMES	421061	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201114	HMES	421062	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201115	HMES	421063	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201116	HMES	421064	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201117	HMES	421065	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201118	HMES	421066	TRAILER	IN	IN	1	VANGUARD
5V8VA4825NT201119	HMES	421067	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201120	HMES	421068	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201121	HMES	421069	TRAILER	IN	IN	1	VANGUARD
5V8VA4825NT201122	HMES	421070	TRAILER	IN	IN	1	VANGUARD
5V8VA4827NT201123	HMES	421071	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201124	HMES	421072	TRAILER	IN	IN	1	VANGUARD
5V8VA4822NT201126	HMES	421074	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201127	HMES	421075	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201128	HMES	421076	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201129	HMES	421077	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201130	HMES	421078	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201131	HMES	421079	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201132	HMES	421080	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201133	HMES	421081	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201134	HMES	421082	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201135	HMES	421083	TRAILER	IN	IN	1	VANGUARD
5V8VA4825NT201136	HMES	421084	TRAILER	IN	IN	1	VANGUARD
5V8VA4827NT201137	HMES	421085	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201138	HMES	421086	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201139	HMES	421087	TRAILER	IN	IN	1	VANGUARD
5V8VA4827NT201140	HMES	421088	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201141	HMES	421089	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201142	HMES	421090	TRAILER	IN	IN	1	VANGUARD
5V8VA4822NT201143	HMES	421091	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201144	HMES	421092	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201145	HMES	421093	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201146	HMES	421094	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201147	HMES	421095	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201148	HMES	421096	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201149	HMES	421097	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201150	HMES	421098	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201151	HMES	421099	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201152	HMES	421100	TRAILER	IN	IN	1	VANGUARD
5V8VA4825NT201153	HMES	421101	TRAILER	IN	IN	1	VANGUARD
5V8VA4827NT201154	HMES	421102	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201155	HMES	421103	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201156	HMES	421104	TRAILER	IN	IN	1	VANGUARD
5V8VA4822NT201157	HMES	421105	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201158	HMES	421106	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201159	HMES	421107	TRAILER	IN	IN	1	VANGUARD
5V8VA4822NT201160	HMES	421108	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201161	HMES	421109	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201162	HMES	421110	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201163	HMES	421111	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201164	HMES	421112	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201165	HMES	421113	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201166	HMES	421114	TRAILER	IN	IN	1	VANGUARD
5V8VA4825NT201167	HMES	421115	TRAILER	IN	IN	1	VANGUARD
5V8VA4827NT201168	HMES	421116	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201169	HMES	421117	TRAILER	IN	IN	1	VANGUARD
5V8VA4825NT201170	HMES	421118	TRAILER	IN	IN	1	VANGUARD
5V8VA4827NT201171	HMES	421119	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201172	HMES	421120	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201173	HMES	421121	TRAILER	IN	IN	1	VANGUARD
5V8VA4822NT201174	HMES	421122	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201175	HMES	421123	TRAILER	IN	IN	1	VANGUARD
5V8VA4826NT201176	HMES	421124	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201177	HMES	421125	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201178	HMES	421126	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201179	HMES	421127	TRAILER	IN	IN	1	VANGUARD
5V8VA4828NT201180	HMES	421128	TRAILER	IN	IN	1	VANGUARD
5V8VA482XNT201181	HMES	421129	TRAILER	IN	IN	1	VANGUARD
5V8VA4821NT201182	HMES	421130	TRAILER	IN	IN	1	VANGUARD
5V8VA4823NT201183	HMES	421131	TRAILER	IN	IN	1	VANGUARD
5V8VA4825NT201184	HMES	421132	TRAILER	IN	IN	1	VANGUARD
5V8VA4827NT201185	HMES	421133	TRAILER	IN	IN	1	VANGUARD
5V8VA4829NT201186	HMES	421134	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201187	HMES	421135	TRAILER	IN	IN	1	VANGUARD

5V8VA4822NT201188	HMES	421136	TRAILER	IN	IN	1	VANGUARD
5V8VA4824NT201189	HMES	421137	TRAILER	IN	IN	1	VANGUARD
5V8VA4820NT201190	HMES	421138	TRAILER	IN	IN	1	VANGUARD
5V8VA4822NT201191	HMES	421139	TRAILER	IN	IN	1	VANGUARD
1JJV532D4EL793941	HMES	453597	TRAILER	IN	IN	1	WABASH
1JJV532D6EL793987	HMES	453598	TRAILER	IN	IN	1	WABASH
1JJV532D4EL794488	HMES	453599	TRAILER	IN	IN	1	WABASH
1JJV532D7EL794825	HMES	453600	TRAILER	IN	IN	1	WABASH
1JJV532D4EL795303	HMES	453601	TRAILER	IN	IN	1	WABASH
1JJV532D8EL796065	HMES	453602	TRAILER	IN	IN	1	WABASH
1JJV532DXEL794088	HMES	453603	TRAILER	IN	IN	1	WABASH
1JJV532D2EL794313	HMES	453604	TRAILER	IN	IN	1	WABASH
1JJV532D4EL794703	HMES	453605	TRAILER	IN	IN	1	WABASH
1JJV532D2EL794750	HMES	453606	TRAILER	IN	IN	1	WABASH
1JJV532DXEL795628	HMES	453607	TRAILER	IN	IN	1	WABASH
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1JJV532D9EL755279	HMES	453609	TRAILER	IN	IN	1	WABASH
1JJV532D6EL755403	HMES	453610	TRAILER	IN	IN	1	WABASH
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1JJV532D6EL794217	HMES	453619	TRAILER	IN	IN	1	WABASH
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1JJV532D8EL794283	HMES	453621	TRAILER	IN	IN	1	WABASH
1JJV532D1EL794335	HMES	453622	TRAILER	IN	IN	1	WABASH
1JJV532D7EL794341	HMES	453623	TRAILER	IN	IN	1	WABASH
1JJV532DXEL794382	HMES	453624	TRAILER	IN	IN	1	WABASH
1JJV532D7EL794419	HMES	453625	TRAILER	IN	IN	1	WABASH
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1JJV532D8EL796079	HMES	453674	TRAILER	IN	IN	1	WABASH
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5V8VA5326NM204683	HMES	530985	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM204689	HMES	530991	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM204693	HMES	530995	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM204694	HMES	530996	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM204695	HMES	530997	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM204700	HMES	531002	TRAILER	IN	IN	1	VANGUARD

5V8VC5324NM204613	HMES	531570	TRAILER	IN	IN	1	VANGUARD
5V8VC5321NM204620	HMES	531577	TRAILER	IN	IN	1	VANGUARD
5V8VC5327NM204671	HMES	531628	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211041	HMES	531653	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109147	HMES	532100	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109148	HMES	532101	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109149	HMES	532102	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109150	HMES	532103	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109151	HMES	532104	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109152	HMES	532105	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109153	HMES	532106	TRAILER	IN	IN	1	VANGUARD
5V8VA532XMM109154	HMES	532107	TRAILER	IN	IN	1	VANGUARD
5V8VA5321MM109155	HMES	532108	TRAILER	IN	IN	1	VANGUARD
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5V8VA5327MM109158	HMES	532111	TRAILER	IN	IN	1	VANGUARD
5V8VA5329MM109159	HMES	532112	TRAILER	IN	IN	1	VANGUARD
5V8VA5325MM109160	HMES	532113	TRAILER	IN	IN	1	VANGUARD
5V8VA5327MM109161	HMES	532114	TRAILER	IN	IN	1	VANGUARD
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5V8VA5320MM109177	HMES	532130	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109178	HMES	532131	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109179	HMES	532132	TRAILER	IN	IN	1	VANGUARD
5V8VA5320MM109180	HMES	532133	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109181	HMES	532134	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109182	HMES	532135	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109183	HMES	532136	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109184	HMES	532137	TRAILER	IN	IN	1	VANGUARD
5V8VA532XMM109185	HMES	532138	TRAILER	IN	IN	1	VANGUARD
5V8VA5321MM109186	HMES	532139	TRAILER	IN	IN	1	VANGUARD
5V8VA5323MM109187	HMES	532140	TRAILER	IN	IN	1	VANGUARD
5V8VA5325MM109188	HMES	532141	TRAILER	IN	IN	1	VANGUARD
5V8VA5327MM109189	HMES	532142	TRAILER	IN	IN	1	VANGUARD
5V8VA5323MM109190	HMES	532143	TRAILER	IN	IN	1	VANGUARD
5V8VA5325MM109191	HMES	532144	TRAILER	IN	IN	1	VANGUARD
5V8VA5327MM109192	HMES	532145	TRAILER	IN	IN	1	VANGUARD
5V8VA5329MM109193	HMES	532146	TRAILER	IN	IN	1	VANGUARD
5V8VA5320MM109194	HMES	532147	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109195	HMES	532148	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109196	HMES	532149	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109197	HMES	532150	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109198	HMES	532151	TRAILER	IN	IN	1	VANGUARD
5V8VA532XMM109199	HMES	532152	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109200	HMES	532153	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109201	HMES	532154	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109202	HMES	532155	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109203	HMES	532156	TRAILER	IN	IN	1	VANGUARD
5V8VA532XMM109204	HMES	532157	TRAILER	IN	IN	1	VANGUARD
5V8VA5321MM109205	HMES	532158	TRAILER	IN	IN	1	VANGUARD
5V8VA5323MM109206	HMES	532159	TRAILER	IN	IN	1	VANGUARD
5V8VA5325MM109207	HMES	532160	TRAILER	IN	IN	1	VANGUARD
5V8VA5327MM109208	HMES	532161	TRAILER	IN	IN	1	VANGUARD
5V8VA5329MM109209	HMES	532162	TRAILER	IN	IN	1	VANGUARD
5V8VA5325MM109210	HMES	532163	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201192	HMES	532164	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201193	HMES	532165	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NT201194	HMES	532166	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NT201195	HMES	532167	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201196	HMES	532168	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201197	HMES	532169	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NT201198	HMES	532170	TRAILER	IN	IN	1	VANGUARD

5V8VA5320NT201199	HMES	532171	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NT201200	HMES	532172	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201201	HMES	532173	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201202	HMES	532174	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NT201203	HMES	532175	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NT201204	HMES	532176	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NT201205	HMES	532177	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NT201206	HMES	532178	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201207	HMES	532179	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201208	HMES	532180	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201209	HMES	532181	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201210	HMES	532182	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201211	HMES	532183	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201212	HMES	532184	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NT201213	HMES	532185	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NT201214	HMES	532186	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201215	HMES	532187	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201216	HMES	532188	TRAILER	IN	IN	1	VANGUARD
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5V8VA5322NT201222	HMES	532194	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NT201223	HMES	532195	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201224	HMES	532196	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201225	HMES	532197	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201226	HMES	532198	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NT201227	HMES	532199	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NT201228	HMES	532200	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201229	HMES	532201	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NT201230	HMES	532202	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NT201231	HMES	532203	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201232	HMES	532204	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201233	HMES	532205	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NT201234	HMES	532206	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NT201235	HMES	532207	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NT201236	HMES	532208	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NT201237	HMES	532209	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201238	HMES	532210	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201239	HMES	532211	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NT201240	HMES	532212	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201241	HMES	532213	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201242	HMES	532214	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201243	HMES	532215	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NT201244	HMES	532216	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NT201245	HMES	532217	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201246	HMES	532218	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201247	HMES	532219	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NT201248	HMES	532220	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NT201249	HMES	532221	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201250	HMES	532222	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NT201251	HMES	532223	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NT201252	HMES	532224	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NT201253	HMES	532225	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NT201254	HMES	532226	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201255	HMES	532227	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201256	HMES	532228	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201257	HMES	532229	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NT201258	HMES	532230	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NT201259	HMES	532231	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201260	HMES	532232	TRAILER	IN	IN	1	VANGUARD
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5V8VA5323NT201262	HMES	532234	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201263	HMES	532235	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201264	HMES	532236	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NT201265	HMES	532237	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NT201266	HMES	532238	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NT201267	HMES	532239	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NT201268	HMES	532240	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201269	HMES	532241	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NT201270	HMES	532242	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NT201271	HMES	532243	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201272	HMES	532244	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201273	HMES	532245	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201274	HMES	532246	TRAILER	IN	IN	1	VANGUARD

5V8VA5321NT201275	HMES	532247	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NT201276	HMES	532248	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201277	HMES	532249	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201278	HMES	532250	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NT201279	HMES	532251	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NT201280	HMES	532252	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NT201281	HMES	532253	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NT201282	HMES	532254	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NT201283	HMES	532255	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NT201284	HMES	532256	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NT201285	HMES	532257	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NT201286	HMES	532258	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201287	HMES	532259	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201288	HMES	532260	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NT201289	HMES	532261	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NT201290	HMES	532262	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNT201291	HMES	532263	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NT201292	HMES	532264	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211126	HMES	532265	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211127	HMES	532266	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211128	HMES	532267	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211129	HMES	532268	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211130	HMES	532269	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211131	HMES	532270	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211132	HMES	532271	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211133	HMES	532272	TRAILER	IN	IN	1	VANGUARD
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5V8VA532XNM211135	HMES	532274	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211136	HMES	532275	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211137	HMES	532276	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211138	HMES	532277	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211139	HMES	532278	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211140	HMES	532279	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211141	HMES	532280	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211142	HMES	532281	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211143	HMES	532282	TRAILER	IN	IN	1	VANGUARD
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5V8VA5322NM211145	HMES	532284	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211146	HMES	532285	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211147	HMES	532286	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211148	HMES	532287	TRAILER	IN	IN	1	VANGUARD
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5V8VA5328NM211151	HMES	532290	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211152	HMES	532291	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211153	HMES	532292	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211154	HMES	532293	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211155	HMES	532294	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211156	HMES	532295	TRAILER	IN	IN	1	VANGUARD
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5V8VA5320NM211158	HMES	532297	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211159	HMES	532298	TRAILER	IN	IN	1	VANGUARD
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5V8VA5324NM211163	HMES	532302	TRAILER	IN	IN	1	VANGUARD
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5V8VA5328NM211165	HMES	532304	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211166	HMES	532305	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211167	HMES	532306	TRAILER	IN	IN	1	VANGUARD
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5V8VA5325NM211169	HMES	532308	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211170	HMES	532309	TRAILER	IN	IN	1	VANGUARD
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5V8VA5320NM211175	HMES	532314	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211176	HMES	532315	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211177	HMES	532316	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211178	HMES	532317	TRAILER	IN	IN	1	VANGUARD
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5V8VA5324NM211180	HMES	532319	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211181	HMES	532320	TRAILER	IN	IN	1	VANGUARD
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5V8VA532XNM211183	HMES	532322	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211184	HMES	532323	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211185	HMES	532324	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211186	HMES	532325	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211187	HMES	532326	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211188	HMES	532327	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211189	HMES	532328	TRAILER	IN	IN	1	VANGUARD
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5V8VA5329NM211191	HMES	532330	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211192	HMES	532331	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211193	HMES	532332	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211194	HMES	532333	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211195	HMES	532334	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211196	HMES	532335	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211197	HMES	532336	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211198	HMES	532337	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211199	HMES	532338	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211200	HMES	532339	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211201	HMES	532340	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211202	HMES	532341	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211203	HMES	532342	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211204	HMES	532343	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211205	HMES	532344	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211206	HMES	532345	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211207	HMES	532346	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211208	HMES	532347	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211209	HMES	532348	TRAILER	IN	IN	1	VANGUARD
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5V8VA5320NM211211	HMES	532350	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211212	HMES	532351	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211213	HMES	532352	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211214	HMES	532353	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211215	HMES	532354	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211216	HMES	532355	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211217	HMES	532356	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211218	HMES	532357	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211219	HMES	532358	TRAILER	IN	IN	1	VANGUARD
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5V8VA5323NM211221	HMES	532360	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211222	HMES	532361	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211223	HMES	532362	TRAILER	IN	IN	1	VANGUARD
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5V8VA5320NM211225	HMES	532364	TRAILER	IN	IN	1	VANGUARD
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1JJV532D3EL794448	NPME	514003	TRAILER	IN	IN	1	WABASH
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1JJV532D3EL795213	NPME	514005	TRAILER	IN	IN	1	WABASH
1JJV532D9EL795376	NPME	514006	TRAILER	IN	IN	1	WABASH
1JJV532D1EL795873	NPME	514008	TRAILER	IN	IN	1	WABASH
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1JJV532D4EL794197	NPME	514002	TRAILER	IN	IN	1	WABASH
1JJV532D3EL795597	NPME	514007	TRAILER	IN	IN	1	WABASH
1JJV532D3EL795986	NPME	514011	TRAILER	IN	IN	1	WABASH
1JJV532D2EL794005	NPME	514013	TRAILER	IN	IN	1	WABASH
5V8VA5327MM109211	NPME	521078	TRAILER	IN	IN	1	VANGUARD
5V8VA5329MM109212	NPME	521079	TRAILER	IN	IN	1	VANGUARD
5V8VA5320MM109213	NPME	521080	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109214	NPME	521081	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109215	NPME	521082	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109216	NPME	521083	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109217	NPME	521084	TRAILER	IN	IN	1	VANGUARD
5V8VA532XMM109218	NPME	521085	TRAILER	IN	IN	1	VANGUARD
5V8VA5321MM109219	NPME	521086	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109220	NPME	521087	TRAILER	IN	IN	1	VANGUARD
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5V8VA5321MM109222	NPME	521089	TRAILER	IN	IN	1	VANGUARD
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5V8VA5325MM109224	NPME	521091	TRAILER	IN	IN	1	VANGUARD
5V8VA5327MM109225	NPME	521092	TRAILER	IN	IN	1	VANGUARD
5V8VA5329MM109226	NPME	521093	TRAILER	IN	IN	1	VANGUARD
5V8VA5320MM109227	NPME	521094	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109228	NPME	521095	TRAILER	IN	IN	1	VANGUARD

5V8VA5324MM109229	NPME	521096	TRAILER	IN	IN	1	VANGUARD
5V8VA5320MM109230	NPME	521097	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109231	NPME	521098	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109232	NPME	521099	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109233	NPME	521100	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109234	NPME	521101	TRAILER	IN	IN	1	VANGUARD
5V8VA532XMM109235	NPME	521102	TRAILER	IN	IN	1	VANGUARD
5V8VA5321MM109236	NPME	521103	TRAILER	IN	IN	1	VANGUARD
5V8VA5323MM109237	NPME	521104	TRAILER	IN	IN	1	VANGUARD
5V8VA5325MM109238	NPME	521105	TRAILER	IN	IN	1	VANGUARD
5V8VA5327MM109239	NPME	521106	TRAILER	IN	IN	1	VANGUARD
5V8VA5323MM109240	NPME	521107	TRAILER	IN	IN	1	VANGUARD
5V8VA5325MM109241	NPME	521108	TRAILER	IN	IN	1	VANGUARD
5V8VA5327MM109242	NPME	521109	TRAILER	IN	IN	1	VANGUARD
5V8VA5329MM109243	NPME	521110	TRAILER	IN	IN	1	VANGUARD
5V8VA5320MM109244	NPME	521111	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109245	NPME	521112	TRAILER	IN	IN	1	VANGUARD
5V8VA5324MM109246	NPME	521113	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109247	NPME	521114	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109248	NPME	521115	TRAILER	IN	IN	1	VANGUARD
5V8VA532XMM109249	NPME	521116	TRAILER	IN	IN	1	VANGUARD
5V8VA5326MM109250	NPME	521117	TRAILER	IN	IN	1	VANGUARD
5V8VA5328MM109251	NPME	521118	TRAILER	IN	IN	1	VANGUARD
5V8VA532XMM109252	NPME	521119	TRAILER	IN	IN	1	VANGUARD
5V8VA5321MM109253	NPME	521120	TRAILER	IN	IN	1	VANGUARD
5V8VA5323MM109254	NPME	521121	TRAILER	IN	IN	1	VANGUARD
5V8VA5325MM109255	NPME	521122	TRAILER	IN	IN	1	VANGUARD
5V8VA5327MM109256	NPME	521123	TRAILER	IN	IN	1	VANGUARD
5V8VA5329MM109257	NPME	521124	TRAILER	IN	IN	1	VANGUARD
5V8VA5320MM109258	NPME	521125	TRAILER	IN	IN	1	VANGUARD
5V8VA5322MM109259	NPME	521126	TRAILER	IN	IN	1	VANGUARD
5V8VA5329MM109260	NPME	521127	TRAILER	IN	IN	1	VANGUARD
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5V8VA5322MM109262	NPME	521129	TRAILER	IN	IN	1	VANGUARD
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5V8VA5322NM201294	NPME	522001	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM201295	NPME	522002	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM201296	NPME	522003	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM201297	NPME	522004	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM201298	NPME	522005	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM201299	NPME	522006	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM201300	NPME	522007	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM201301	NPME	522008	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM201302	NPME	522009	TRAILER	IN	IN	1	VANGUARD
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5V8VA5321NM201304	NPME	522011	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM201305	NPME	522012	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM201306	NPME	522013	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM201307	NPME	522014	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM201308	NPME	522015	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM201309	NPME	522016	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM201310	NPME	522017	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM201311	NPME	522018	TRAILER	IN	IN	1	VANGUARD
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5V8VA5322NM201313	NPME	522020	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM201314	NPME	522021	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM201315	NPME	522022	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM201316	NPME	522023	TRAILER	IN	IN	1	VANGUARD
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5V8VA5323NM201319	NPME	522026	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM201320	NPME	522027	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM201321	NPME	522028	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM201322	NPME	522029	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM201323	NPME	522030	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM201324	NPME	522031	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM201325	NPME	522032	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM201326	NPME	522033	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM201327	NPME	522034	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM201328	NPME	522035	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM201329	NPME	522036	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM201330	NPME	522037	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM201331	NPME	522038	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM201332	NPME	522039	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM201333	NPME	522040	TRAILER	IN	IN	1	VANGUARD

5V8VA532XNM201334	NPME	522041	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM201335	NPME	522042	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM201336	NPME	522043	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM201337	NPME	522044	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM201338	NPME	522045	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM201339	NPME	522046	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM201340	NPME	522047	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM201341	NPME	522048	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM201342	NPME	522049	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM201343	NPME	522050	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM201344	NPME	522051	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM201345	NPME	522052	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM201346	NPME	522053	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM201347	NPME	522054	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM201348	NPME	522055	TRAILER	IN	IN	1	VANGUARD
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5V8VA532XNM201351	NPME	522058	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM201352	NPME	522059	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM201353	NPME	522060	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM201354	NPME	522061	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM201355	NPME	522062	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM201356	NPME	522063	TRAILER	IN	IN	1	VANGUARD
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5V8VA5322NM201358	NPME	522065	TRAILER	IN	IN	1	VANGUARD
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5V8VA5326NM201363	NPME	522070	TRAILER	IN	IN	1	VANGUARD
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5V8VA5323NM201367	NPME	522074	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM201368	NPME	522075	TRAILER	IN	IN	1	VANGUARD
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5V8VA5323NM201370	NPME	522077	TRAILER	IN	IN	1	VANGUARD
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5V8VA5327NM201372	NPME	522079	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM201373	NPME	522080	TRAILER	IN	IN	1	VANGUARD
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5V8VA5328NM211019	NPME	522106	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211020	NPME	522107	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211021	NPME	522108	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211022	NPME	522109	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211023	NPME	522110	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211024	NPME	522111	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211025	NPME	522112	TRAILER	IN	IN	1	VANGUARD
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5V8VC5324MM109340	REIM	850350	TRAILER	ON	ON	1	VANGUARD
5V8VC5326MM109341	REIM	850351	TRAILER	ON	ON	1	VANGUARD

5V8VC5328MM109342	REIM	850352	TRAILER	ON	ON	1	VANGUARD
5V8VC532XMM109343	REIM	850353	TRAILER	ON	ON	1	VANGUARD
5V8VC5321MM109344	REIM	850354	TRAILER	ON	ON	1	VANGUARD
5V8VC5323MM109345	REIM	850355	TRAILER	ON	ON	1	VANGUARD
5V8VC5325MM109346	REIM	850356	TRAILER	ON	ON	1	VANGUARD
5V8VC5327MM109347	REIM	850357	TRAILER	ON	ON	1	VANGUARD
5V8VC5329MM109348	REIM	850358	TRAILER	ON	ON	1	VANGUARD
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5V8VC5327MM109350	REIM	850360	TRAILER	ON	ON	1	VANGUARD
5V8VC5322NM204593	REIM	850361	TRAILER	IN	ON	1	VANGUARD
5V8VC5324NM204594	REIM	850362	TRAILER	IN	ON	1	VANGUARD
5V8VC5326NM204595	REIM	850363	TRAILER	IN	ON	1	VANGUARD
5V8VC5328NM204596	REIM	850364	TRAILER	IN	ON	1	VANGUARD
5V8VC532XNM204597	REIM	850365	TRAILER	IN	ON	1	VANGUARD
5V8VC5321NM204598	REIM	850366	TRAILER	ON	ON	1	VANGUARD
5V8VC5323NM204599	REIM	850367	TRAILER	ON	ON	1	VANGUARD
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5V8VC5328NM204601	REIM	850369	TRAILER	IN	ON	1	VANGUARD
5V8VC532XNM204602	REIM	850370	TRAILER	IN	ON	1	VANGUARD
5V8VC5321NM204603	REIM	850371	TRAILER	ON	ON	1	VANGUARD
5V8VC5323NM204604	REIM	850372	TRAILER	IN	ON	1	VANGUARD
5V8VC5325NM204605	REIM	850373	TRAILER	ON	ON	1	VANGUARD
5V8VC5327NM204606	REIM	850374	TRAILER	ON	ON	1	VANGUARD
5V8VC5329NM204607	REIM	850375	TRAILER	ON	ON	1	VANGUARD
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5V8VA5326MM109264	RETL	530956	TRAILER	IN	IN	1	VANGUARD
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5V8VA532XMM109266	RETL	850861	TRAILER	IN	IN	1	VANGUARD
5V8VA5321MM109267	RETL	850862	TRAILER	IN	IN	1	VANGUARD
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5V8VA5326MM109278	RETL	850872	TRAILER	IN	IN	1	VANGUARD
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5V8VC2819MM108893	YRCF	141768	TRAILER	IN	IN	1	VANGUARD
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5V8VC2816MM108897	YRCF	141772	TRAILER	IN	IN	1	VANGUARD
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5V8VC532XNM204647	YRCF	531604	TRAILER	IN	IN	1	VANGUARD
5V8VC5321NM204648	YRCF	531605	TRAILER	IN	IN	1	VANGUARD
5V8VC5323NM204649	YRCF	531606	TRAILER	IN	IN	1	VANGUARD
5V8VC532XNM204650	YRCF	531607	TRAILER	IN	IN	1	VANGUARD
5V8VC5321NM204651	YRCF	531608	TRAILER	IN	IN	1	VANGUARD
5V8VC5323NM204652	YRCF	531609	TRAILER	IN	IN	1	VANGUARD
5V8VC5327NM204654	YRCF	531611	TRAILER	IN	IN	1	VANGUARD
5V8VC5329NM204655	YRCF	531612	TRAILER	IN	IN	1	VANGUARD
5V8VC5320NM204656	YRCF	531613	TRAILER	IN	IN	1	VANGUARD
5V8VC5322NM204657	YRCF	531614	TRAILER	IN	IN	1	VANGUARD
5V8VC5324NM204658	YRCF	531615	TRAILER	IN	IN	1	VANGUARD
5V8VC5326NM204659	YRCF	531616	TRAILER	IN	IN	1	VANGUARD
5V8VC5322NM204660	YRCF	531617	TRAILER	IN	IN	1	VANGUARD
5V8VC5324NM204661	YRCF	531618	TRAILER	IN	IN	1	VANGUARD
5V8VC5326NM204662	YRCF	531619	TRAILER	IN	IN	1	VANGUARD
5V8VC5328NM204663	YRCF	531620	TRAILER	IN	IN	1	VANGUARD
5V8VC532XNM204664	YRCF	531621	TRAILER	IN	IN	1	VANGUARD
5V8VC5321NM204665	YRCF	531622	TRAILER	IN	IN	1	VANGUARD
5V8VC5323NM204666	YRCF	531623	TRAILER	IN	IN	1	VANGUARD
5V8VC5325NM204667	YRCF	531624	TRAILER	IN	IN	1	VANGUARD
5V8VC5327NM204668	YRCF	531625	TRAILER	IN	IN	1	VANGUARD
5V8VC5329NM204669	YRCF	531626	TRAILER	IN	IN	1	VANGUARD
5V8VC5325NM204670	YRCF	531627	TRAILER	IN	IN	1	VANGUARD
5V8VC5329NM204672	YRCF	531629	TRAILER	IN	IN	1	VANGUARD
5V8VC5320NM204673	YRCF	531630	TRAILER	IN	IN	1	VANGUARD
5V8VC5322NM204674	YRCF	531631	TRAILER	IN	IN	1	VANGUARD
5V8VC5324NM204675	YRCF	531632	TRAILER	IN	IN	1	VANGUARD
5V8VC5326NM204676	YRCF	531633	TRAILER	IN	IN	1	VANGUARD
5V8VC5328NM204677	YRCF	531634	TRAILER	IN	IN	1	VANGUARD
5V8VC532XNM204678	YRCF	531635	TRAILER	IN	IN	1	VANGUARD
5V8VC5321NM204679	YRCF	531636	TRAILER	IN	IN	1	VANGUARD
5V8VC5328NM204680	YRCF	531637	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211026	YRCF	531638	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211027	YRCF	531639	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211028	YRCF	531640	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211029	YRCF	531641	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211030	YRCF	531642	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211031	YRCF	531643	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211032	YRCF	531644	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211033	YRCF	531645	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211034	YRCF	531646	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211035	YRCF	531647	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211036	YRCF	531648	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211037	YRCF	531649	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211038	YRCF	531650	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211039	YRCF	531651	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211040	YRCF	531652	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211042	YRCF	531654	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211043	YRCF	531655	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211044	YRCF	531656	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211045	YRCF	531657	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211046	YRCF	531658	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211047	YRCF	531659	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211048	YRCF	531660	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211049	YRCF	531661	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211050	YRCF	531662	TRAILER	IN	IN	1	VANGUARD

5V8VA5324NM211051	YRCF	531663	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211052	YRCF	531664	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211053	YRCF	531665	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211054	YRCF	531666	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211055	YRCF	531667	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211056	YRCF	531668	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211057	YRCF	531669	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211058	YRCF	531670	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211059	YRCF	531671	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211060	YRCF	531672	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211061	YRCF	531673	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211062	YRCF	531674	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211063	YRCF	531675	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211064	YRCF	531676	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211065	YRCF	531677	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211066	YRCF	531678	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211067	YRCF	531679	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211068	YRCF	531680	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211069	YRCF	531681	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211070	YRCF	531682	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211071	YRCF	531683	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211072	YRCF	531684	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211073	YRCF	531685	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211074	YRCF	531686	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211075	YRCF	531687	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211076	YRCF	531688	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211077	YRCF	531689	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211078	YRCF	531690	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211079	YRCF	531691	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211080	YRCF	531692	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211081	YRCF	531693	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211082	YRCF	531694	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211083	YRCF	531695	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211084	YRCF	531696	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211085	YRCF	531697	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211086	YRCF	531698	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211087	YRCF	531699	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211088	YRCF	531700	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211089	YRCF	531701	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211090	YRCF	531702	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211091	YRCF	531703	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211092	YRCF	531704	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211093	YRCF	531705	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211094	YRCF	531706	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211095	YRCF	531707	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211096	YRCF	531708	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211097	YRCF	531709	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211098	YRCF	531710	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211099	YRCF	531711	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211100	YRCF	531712	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211101	YRCF	531713	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211102	YRCF	531714	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211103	YRCF	531715	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211104	YRCF	531716	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211105	YRCF	531717	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211106	YRCF	531718	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211107	YRCF	531719	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211108	YRCF	531720	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211109	YRCF	531721	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211110	YRCF	531722	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211111	YRCF	531723	TRAILER	IN	IN	1	VANGUARD
5V8VA5329NM211112	YRCF	531724	TRAILER	IN	IN	1	VANGUARD
5V8VA5320NM211113	YRCF	531725	TRAILER	IN	IN	1	VANGUARD
5V8VA5322NM211114	YRCF	531726	TRAILER	IN	IN	1	VANGUARD
5V8VA5324NM211115	YRCF	531727	TRAILER	IN	IN	1	VANGUARD
5V8VA5326NM211116	YRCF	531728	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211117	YRCF	531729	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211118	YRCF	531730	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211119	YRCF	531731	TRAILER	IN	IN	1	VANGUARD
5V8VA5328NM211120	YRCF	531732	TRAILER	IN	IN	1	VANGUARD
5V8VA532XNM211121	YRCF	531733	TRAILER	IN	IN	1	VANGUARD
5V8VA5321NM211122	YRCF	531734	TRAILER	IN	IN	1	VANGUARD
5V8VA5323NM211123	YRCF	531735	TRAILER	IN	IN	1	VANGUARD
5V8VA5325NM211124	YRCF	531736	TRAILER	IN	IN	1	VANGUARD
5V8VA5327NM211125	YRCF	531737	TRAILER	IN	IN	1	VANGUARD

3H3V532C9LT557001	YRCF	531738	TRAILER	IN	IN	1	HYUNDAI
3H3V532C0LT557002	YRCF	531739	TRAILER	IN	IN	1	HYUNDAI
3H3V532C2LT557003	YRCF	531740	TRAILER	IN	IN	1	HYUNDAI
3H3V532C4LT557004	YRCF	531741	TRAILER	IN	IN	1	HYUNDAI
3H3V532C6LT557005	YRCF	531742	TRAILER	IN	IN	1	HYUNDAI
3H3V532C8LT557006	YRCF	531743	TRAILER	IN	IN	1	HYUNDAI
3H3V532CXLT557007	YRCF	531744	TRAILER	IN	IN	1	HYUNDAI
3H3V532C1LT557008	YRCF	531745	TRAILER	IN	IN	1	HYUNDAI
3H3V532C3LT557009	YRCF	531746	TRAILER	IN	IN	1	HYUNDAI
3H3V532CXLT557010	YRCF	531747	TRAILER	IN	IN	1	HYUNDAI
1JJV532D1EL755311	YRCF	531748	TRAILER	IN	IN	1	WABASH
1JJV532D6EL793956	YRCF	531749	TRAILER	IN	IN	1	WABASH
1JJV532D3EL793980	YRCF	531750	TRAILER	IN	IN	1	WABASH
1JJV532D4EL793986	YRCF	531751	TRAILER	IN	IN	1	WABASH
1JJV532D0EL794004	YRCF	531752	TRAILER	IN	IN	1	WABASH
1JJV532D0EL793984	YRCF	531800	TRAILER	IN	IN	1	WABASH
1JJV532D1EL794996	YRCF	531801	TRAILER	IN	IN	1	WABASH
1JJV532D2EL795008	YRCF	531802	TRAILER	IN	IN	1	WABASH
1JJV532D1EL795324	YRCF	531803	TRAILER	IN	IN	1	WABASH
1JJV532D8EL795398	YRCF	531804	TRAILER	IN	IN	1	WABASH
1JJV532D0EL795685	YRCF	531805	TRAILER	IN	IN	1	WABASH
1JJV532D2EL795753	YRCF	531806	TRAILER	IN	IN	1	WABASH
1JJV532D9EL795894	YRCF	531807	TRAILER	IN	IN	1	WABASH
1JJV532D9EL795927	YRCF	531808	TRAILER	IN	IN	1	WABASH
1JJV532D2EL795963	YRCF	531809	TRAILER	IN	IN	1	WABASH
1JJV532D9EL794454	YRCF	531810	TRAILER	IN	IN	1	WABASH
1JJV532D2EL794506	YRCF	531811	TRAILER	IN	IN	1	WABASH

VIN	BRAND	UNIT	TYPE	TITLE STATE	REGISTRATION STATE	COLLATERAL CATEGORY	MAKE
1XPBAK9X6MD758682	HMES	21302	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8MD758683	HMES	21303	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXMD758684	HMES	21304	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1MD758685	HMES	21305	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3MD758686	HMES	21306	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5MD758687	HMES	21307	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7MD758688	HMES	21308	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9MD758689	HMES	21309	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5MD758690	HMES	21310	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9MD758692	HMES	21312	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0MD758693	HMES	21313	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2MD758694	HMES	21314	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4MD758695	HMES	21315	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1MD758699	HMES	21319	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6MD758701	HMES	21321	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8MD758702	HMES	21322	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXMD758703	HMES	21323	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3MD758705	HMES	21325	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5MD758706	HMES	21326	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7MD758707	HMES	21327	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9MD758708	HMES	21328	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0MD758709	HMES	21329	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7MD758710	HMES	21330	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9MD758711	HMES	21331	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0MD758712	HMES	21332	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2MD758713	HMES	21333	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6MD758715	HMES	21335	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXMD758717	HMES	21337	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3MD758719	HMES	21339	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXMD758720	HMES	21340	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1MD758721	HMES	21341	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3MD758722	HMES	21342	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7MD758724	HMES	21344	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9MD758725	HMES	21345	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0MD758726	HMES	21346	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2MD758727	HMES	21347	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4MD758728	HMES	21348	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6MD758729	HMES	21349	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4MD758731	HMES	21351	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6MD758732	HMES	21352	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1MD758735	HMES	21355	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5MD758737	HMES	21357	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7MD758738	HMES	21358	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9MD758739	HMES	21359	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5MD758740	HMES	21360	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4MD758745	HMES	21365	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1MD758749	HMES	21369	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4MD758681	HMES	21400	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7MD758691	HMES	21401	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6MD758696	HMES	21402	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8MD758697	HMES	21403	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXMD758698	HMES	21404	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4MD758700	HMES	21406	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1MD758704	HMES	21407	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4MD758714	HMES	21408	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8MD758716	HMES	21409	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1MD758718	HMES	21410	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5MD758723	HMES	21411	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2MD758730	HMES	21412	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8MD758733	HMES	21413	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXMD758734	HMES	21419	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3MD758736	HMES	21420	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7MD758741	HMES	21421	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9MD758742	HMES	21424	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0MD758743	HMES	21427	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2MD758744	HMES	21430	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6MD758746	HMES	21431	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8MD758747	HMES	21432	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXMD758748	HMES	21433	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8MD758750	HMES	21434	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXMD758751	HMES	21435	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1MD758752	HMES	21436	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3MD758753	HMES	21438	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3ND758754	HMES	22001	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND758755	HMES	22002	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7ND758756	HMES	22003	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND758757	HMES	22004	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND758758	HMES	22005	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND758759	HMES	22006	TRACTOR	IN	IN	1	PETERBILT

1XPBAK9X9ND758760	HMES	22007	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND758761	HMES	22008	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND758762	HMES	22009	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4ND758763	HMES	22010	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND758764	HMES	22011	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8ND758765	HMES	22012	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND758766	HMES	22013	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND758767	HMES	22014	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3ND758768	HMES	22015	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND758769	HMES	22016	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND758770	HMES	22017	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3ND758771	HMES	22018	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND758772	HMES	22019	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7ND758773	HMES	22020	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND758774	HMES	22021	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND758775	HMES	22022	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND758776	HMES	22023	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4ND758777	HMES	22024	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X8ND758779	HMES	22026	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X6ND758781	HMES	22028	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8ND758782	HMES	22029	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND758783	HMES	22030	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND758784	HMES	22031	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X8ND758796	HMES	22043	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X1ND758798	HMES	22045	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X8ND758801	HMES	22048	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X1ND758817	HMES	22064	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X0ND758839	HMES	22086	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X7ND758921	HMES	22168	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND758922	HMES	22169	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND758923	HMES	22170	TRACTOR	IN	IN	1	PETERBILT

1XPBAK9X2ND758924	HMES	22171	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X6ND758926	HMES	22173	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9XXND758959	HMES	22506	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9XXND758962	HMES	22509	TRACTOR	IN	IN	1	PETERBILT
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4V4WB9EG9NN285259	HMES	22520	TRACTOR	IN	IN	1	VOLVO
4V4WB9EG5NN285260	HMES	22521	TRACTOR	IN	IN	1	VOLVO
4V4WB9EG7NN285261	HMES	22522	TRACTOR	IN	IN	1	VOLVO
4V4WB9EG9NN285262	HMES	22523	TRACTOR	IN	IN	1	VOLVO
4V4WB9EG0NN285263	HMES	22524	TRACTOR	IN	IN	1	VOLVO
1FUGHLDV9NLMZ4985	HMES	22525	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV0NLMZ4986	HMES	22526	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV2NLMZ4987	HMES	22527	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV4NLMZ4988	HMES	22528	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV6NLMZ4989	HMES	22529	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV2NLMZ4990	HMES	22530	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV4NLMZ4991	HMES	22531	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV6NLMZ4992	HMES	22532	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV8NLMZ4993	HMES	22533	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDVXNLMZ4994	HMES	22534	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV1NLMZ4995	HMES	22535	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV3NLMZ4996	HMES	22536	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV5NLMZ4997	HMES	22537	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV7NLMZ4998	HMES	22538	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDVXNLMZ5000	HMES	22540	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV1NLMZ5001	HMES	22541	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV3NLMZ5002	HMES	22542	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV5NLMZ5003	HMES	22543	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV7NLMZ5004	HMES	22544	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV9NLMZ5005	HMES	22545	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV0NLMZ5006	HMES	22546	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV2NLMZ5007	HMES	22547	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV4NLMZ5008	HMES	22548	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV6NLMZ5009	HMES	22549	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV2NLMZ5010	HMES	22550	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV4NLMZ5011	HMES	22551	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV6NLMZ5012	HMES	22552	TRACTOR	MI	IN	1	FREIGHTLINER

1FUGHLDV8NLMZ5013	HMES	22553	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDVXNLMZ5014	HMES	22554	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV1NLMZ5015	HMES	22555	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV3NLMZ5016	HMES	22556	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV5NLMZ5017	HMES	22557	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV7NLMZ5018	HMES	22558	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV9NLMZ5019	HMES	22559	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV5NLMZ5020	HMES	22560	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV7NLMZ5021	HMES	22561	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV9NLMZ5022	HMES	22562	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV0NLMZ5023	HMES	22563	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV2NLMZ5024	HMES	22564	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV4NLMZ5025	HMES	22565	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV6NLMZ5026	HMES	22566	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV8NLMZ5027	HMES	22567	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDVXNLMZ5028	HMES	22568	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV1NLMZ5029	HMES	22569	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV8NLMZ5030	HMES	22570	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDVXNLMZ5031	HMES	22571	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV1NLMZ5032	HMES	22572	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV3NLMZ5033	HMES	22573	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV5NLMZ5034	HMES	22574	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV7NLMZ5035	HMES	22575	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV9NLMZ5036	HMES	22576	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV0NLMZ5037	HMES	22577	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV2NLMZ5038	HMES	22578	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV4NLMZ5039	HMES	22579	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV0NLMZ5040	HMES	22580	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV2NLMZ5041	HMES	22581	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV4NLMZ5042	HMES	22582	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV6NLMZ5043	HMES	22583	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV8NLMZ5044	HMES	22584	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDVXNLMZ5045	HMES	22585	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV1NLMZ5046	HMES	22586	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV3NLMZ5047	HMES	22587	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV5NLMZ5048	HMES	22588	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV7NLMZ5049	HMES	22589	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV3NLMZ5050	HMES	22590	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV5NLMZ5051	HMES	22591	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV7NLMZ5052	HMES	22592	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV9NLMZ5053	HMES	22593	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV0NLMZ5054	HMES	22594	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV2NLMZ5055	HMES	22595	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV4NLMZ5056	HMES	22596	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV6NLMZ5057	HMES	22597	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDV8NLMZ5058	HMES	22598	TRACTOR	MI	IN	1	FREIGHTLINER
1FUGHLDVXNLMZ5059	HMES	22599	TRACTOR	MI	IN	1	FREIGHTLINER
1XPBAK9X0ND777312	HMES	22600	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X4ND777314	HMES	22602	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND777315	HMES	22603	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9XXND777317	HMES	22605	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X3ND777319	HMES	22607	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X3ND777322	HMES	22610	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND777323	HMES	22611	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7ND777324	HMES	22612	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X4ND777328	HMES	22616	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND777329	HMES	22617	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X4ND777331	HMES	22619	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND777332	HMES	22620	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8ND777333	HMES	22621	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND777334	HMES	22622	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X7ND777341	HMES	22629	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND777342	HMES	22630	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND777343	HMES	22631	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND777344	HMES	22632	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4ND777345	HMES	22633	TRACTOR	IN	IN	1	PETERBILT

1XPBAK9X6ND777346	HMES	22634	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8ND777347	HMES	22635	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND777348	HMES	22636	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND777349	HMES	22637	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8ND777350	HMES	22638	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND777351	HMES	22639	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X9ND777356	HMES	22644	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X2ND777358	HMES	22646	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4ND777359	HMES	22647	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND777360	HMES	22648	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND777361	HMES	22649	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4ND777362	HMES	22650	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND777363	HMES	22651	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8ND777364	HMES	22652	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND777365	HMES	22653	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X2ND777375	HMES	22663	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X6ND777377	HMES	22665	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9XXND777379	HMES	22667	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND777380	HMES	22668	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8ND777381	HMES	22669	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND777382	HMES	22670	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND777383	HMES	22671	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3ND791799	HMES	22672	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND791800	HMES	22673	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X8ND791801	HMES	22674	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND791802	HMES	22675	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND791803	HMES	22676	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3ND791804	HMES	22677	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND791805	HMES	22678	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7ND791806	HMES	22679	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND791807	HMES	22680	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND791808	HMES	22681	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND791809	HMES	22682	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND791810	HMES	22683	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND791811	HMES	22684	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND791812	HMES	22685	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X5ND791819	HMES	22692	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND791820	HMES	22693	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND791824	HMES	22697	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND791826	HMES	22699	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4ND791827	HMES	22700	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND791828	HMES	22701	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4ND791830	HMES	22703	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND791831	HMES	22704	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND791833	HMES	22706	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND791836	HMES	22709	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7ND791837	HMES	22710	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND791838	HMES	22711	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND791839	HMES	22712	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7ND791840	HMES	22713	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND791841	HMES	22714	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X2ND791843	HMES	22716	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X8ND791846	HMES	22719	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND791847	HMES	22720	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND791848	HMES	22721	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X3ND791849	HMES	22722	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND791850	HMES	22723	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND791851	HMES	22724	TRACTOR	IN	IN	1	PETERBILT

1XPBAK9X3ND791852	HMES	22725	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND791853	HMES	22726	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X7ND791854	HMES	22727	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X9ND791855	HMES	22728	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X2ND791857	HMES	22730	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X4ND791858	HMES	22731	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X8ND791863	HMES	22736	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9XXND791864	HMES	22737	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X1ND791865	HMES	22738	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X0ND791873	HMES	22746	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X7ND791823	HMES	22813	TRACTOR	IN	IN	1	PETERBILT
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1XPBAK9X3ND791835	HMES	22819	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X0ND791856	HMES	22820	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND791859	HMES	22821	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X6ND791862	HMES	22822	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND791867	HMES	22823	TRACTOR	IN	IN	1	PETERBILT
1XPBAK9X5ND791870	HMES	22825	TRACTOR	IN	IN	1	PETERBILT
1FUGHLDV9NLMZ4999	HMES	22828	TRACTOR	MI	IN	1	FREIGHTLINER
1XPBAP8X6MD758552	NPME	1770	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8MD758553	NPME	1771	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXMD758554	NPME	1772	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1MD758555	NPME	1773	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3MD758556	NPME	1774	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9MD758559	NPME	1777	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5MD758560	NPME	1778	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7MD758561	NPME	1779	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9MD758562	NPME	1780	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0MD758563	NPME	1781	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2MD758564	NPME	1782	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6MD758566	NPME	1784	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8MD758567	NPME	1785	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXMD758568	NPME	1786	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1MD758569	NPME	1787	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8MD758570	NPME	1788	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7MD758575	NPME	1793	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2MD758578	NPME	1796	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2MD758581	NPME	1799	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4MD758582	NPME	1800	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758586	NPME	1804	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758587	NPME	1805	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758588	NPME	1806	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758590	NPME	1808	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758594	NPME	1812	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758595	NPME	1813	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758596	NPME	1814	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758597	NPME	1815	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758601	NPME	1819	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758604	NPME	1822	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758605	NPME	1823	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758606	NPME	1824	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND758608	NPME	1826	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758609	NPME	1827	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758610	NPME	1828	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758612	NPME	1830	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758613	NPME	1831	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758614	NPME	1832	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X6ND758617	NPME	1835	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758618	NPME	1836	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758619	NPME	1837	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758620	NPME	1838	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758621	NPME	1839	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758622	NPME	1840	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758623	NPME	1841	TRACTOR	IN	IN	1	PETERBILT

1XPBAP8X5ND758625	NPME	1843	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758626	NPME	1844	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758628	NPME	1846	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X9ND758630	NPME	1848	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758634	NPME	1852	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758635	NPME	1853	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X5ND758639	NPME	1857	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X0ND758662	NPME	1880	TRACTOR	IN	IN	1	PETERBILT
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4V4W19EGXNN285855	NPME	1902	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG7NN285862	NPME	1909	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG2NN285865	NPME	1912	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG8NN285868	NPME	1915	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285869	NPME	1916	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285870	NPME	1917	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285871	NPME	1918	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG1NN285873	NPME	1920	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285874	NPME	1921	TRACTOR	IN	IN	1	VOLVO
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4V4W19EGXNN285886	NPME	1933	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG5NN285911	NPME	1958	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG0NN285914	NPME	1961	TRACTOR	IN	IN	1	VOLVO
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4V4W19EGXNN285919	NPME	1966	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285920	NPME	1967	TRACTOR	IN	IN	1	VOLVO
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4V4W19EGXNN285922	NPME	1969	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285923	NPME	1970	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285924	NPME	1971	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG0NN285928	NPME	1975	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285931	NPME	1978	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG6NN285948	NPME	1995	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG6NN285951	NPME	1998	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285952	NPME	1999	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG1NN285954	NPME	2001	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG4NN285964	NPME	2011	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285965	NPME	2012	TRACTOR	IN	IN	1	VOLVO
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4V4W19EGXNN285967	NPME	2014	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285968	NPME	2015	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285969	NPME	2016	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285970	NPME	2017	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG5NN285973	NPME	2020	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285974	NPME	2021	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285975	NPME	2022	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285976	NPME	2023	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285977	NPME	2024	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285978	NPME	2025	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285979	NPME	2026	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285980	NPME	2027	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285982	NPME	2029	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285983	NPME	2030	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285985	NPME	2032	TRACTOR	IN	IN	1	VOLVO

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4V4W19EG9NN285989	NPME	2036	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG4NN285995	NPME	2042	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285997	NPME	2044	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285998	NPME	2045	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285999	NPME	2046	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN286000	NPME	2047	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG6NN286002	NPME	2049	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN286003	NPME	2050	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG1NN286005	NPME	2052	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN286006	NPME	2053	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG0NN286027	NPME	2074	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN286028	NPME	2075	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG4NN308448	NPME	2077	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN308449	NPME	2078	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG6NN308452	NPME	2081	TRACTOR	IN	IN	1	VOLVO
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4V4W19EGXNN308454	NPME	2083	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG3NN308456	NPME	2085	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN308457	NPME	2086	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN308458	NPME	2087	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG5NN308460	NPME	2089	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN308461	NPME	2090	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN308462	NPME	2091	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN308464	NPME	2093	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN308465	NPME	2094	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN308466	NPME	2095	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN308467	NPME	2096	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN308468	NPME	2097	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN308469	NPME	2098	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN308470	NPME	2099	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN308484	NPME	2113	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN308488	NPME	2117	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG0NN308494	NPME	2123	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN308496	NPME	2125	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG8NN308498	NPME	2127	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN308500	NPME	2129	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN308501	NPME	2130	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN308504	NPME	2133	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN308505	NPME	2134	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN308506	NPME	2135	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN308507	NPME	2136	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN308508	NPME	2137	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN308509	NPME	2138	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN308511	NPME	2140	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN308512	NPME	2141	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN308513	NPME	2142	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN308514	NPME	2143	TRACTOR	IN	IN	1	VOLVO

4V4W19EG4NN308515	NPME	2144	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN308517	NPME	2146	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN308518	NPME	2147	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285852	NPME	2149	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN308472	NPME	10075	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN308474	NPME	10077	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN308475	NPME	10078	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN308477	NPME	10080	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN308481	NPME	10084	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN308482	NPME	10085	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN308483	NPME	10086	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN308485	NPME	10087	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN308486	NPME	10088	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN308487	NPME	10089	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN308489	NPME	10090	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN308490	NPME	10091	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN308491	NPME	10092	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN308492	NPME	10093	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN308495	NPME	10094	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN308499	NPME	10095	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN308502	NPME	10096	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2NN286136	NPME	700	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4NN286137	NPME	701	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6NN286138	NPME	702	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8NN286139	NPME	703	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4NN286140	NPME	704	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6NN286141	NPME	705	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8NN286142	NPME	706	TRACTOR	IN	IN	1	VOLVO
4V4WC9EGXNN286143	NPME	707	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG1NN286144	NPME	708	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3NN286145	NPME	709	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5NN286146	NPME	710	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7NN286147	NPME	711	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN286148	NPME	712	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN286149	NPME	713	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7NN286150	NPME	714	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN286151	NPME	715	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN286152	NPME	716	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2NN286153	NPME	717	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4NN286154	NPME	718	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG1NN291456	NPME	719	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3NN291457	NPME	720	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5NN291458	NPME	721	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7NN291459	NPME	722	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3NN291460	NPME	723	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5NN291461	NPME	724	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7NN291462	NPME	725	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN291463	NPME	726	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN291464	NPME	727	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2NN291465	NPME	728	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4NN291466	NPME	729	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6NN291467	NPME	730	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8NN291468	NPME	731	TRACTOR	IN	IN	1	VOLVO
4V4WC9EGXNN291469	NPME	732	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6NN291470	NPME	733	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8NN291471	NPME	734	TRACTOR	IN	IN	1	VOLVO
4V4WC9EGXNN291472	NPME	735	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG1NN291473	NPME	736	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3NN291474	NPME	737	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5NN291475	NPME	738	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7NN291476	NPME	739	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN291477	NPME	740	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN291478	NPME	741	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2NN291479	NPME	742	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN291480	NPME	743	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN291481	NPME	744	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2NN291482	NPME	745	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4NN291483	NPME	746	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6NN291484	NPME	747	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8NN291485	NPME	748	TRACTOR	IN	IN	1	VOLVO
4V4WC9EGXNN291486	NPME	749	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH7NN286092	RETL	9352	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH0NN286094	RETL	9354	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH4NN286096	RETL	9356	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH5NN286107	RETL	9367	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH9NN286109	RETL	9369	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH5NN286110	RETL	9370	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH9NN286112	RETL	9372	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH0NN286113	RETL	9373	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH2NN286114	RETL	9374	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH4NN286115	RETL	9375	TRACTOR	IN	IN	1	VOLVO

4V4WC9EH6NN286116	RETL	9376	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH8NN286117	RETL	9377	TRACTOR	IN	IN	1	VOLVO
4V4WC9EHXNN286118	RETL	9378	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH1NN286119	RETL	9379	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH8NN286120	RETL	9380	TRACTOR	IN	IN	1	VOLVO
4V4WC9EHXNN286121	RETL	9381	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH1NN286122	RETL	9382	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH3NN286123	RETL	9383	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH5NN286124	RETL	9384	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH7NN286125	RETL	9385	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH9NN286126	RETL	9386	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH0NN286127	RETL	9387	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH2NN286128	RETL	9388	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH4NN286129	RETL	9389	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH0NN286130	RETL	9390	TRACTOR	IN	IN	1	VOLVO
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4V4WC9EH4NN286132	RETL	9392	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH6NN286133	RETL	9393	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH8NN286134	RETL	9394	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286252	RETL	10098	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286258	RETL	10099	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286269	RETL	10101	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXMN286155	RETL	82222	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1MN286156	RETL	82223	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3MN286157	RETL	82224	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5MN286158	RETL	82225	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7MN286159	RETL	82226	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3MN286160	RETL	82227	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5MN286161	RETL	82228	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7MN286162	RETL	82229	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9MN286163	RETL	82230	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0MN286164	RETL	82231	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2MN286165	RETL	82232	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4MN286166	RETL	82233	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6MN286167	RETL	82234	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8MN286168	RETL	82235	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXMN286169	RETL	82236	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6MN286170	RETL	82237	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8MN286171	RETL	82238	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXMN286172	RETL	82239	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X8MD758312	RETL	82240	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X3MD758315	RETL	82243	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X9MD758318	RETL	82246	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X7MD758320	RETL	82248	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9MD758321	RETL	82249	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X2MD758323	RETL	82251	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6MD758325	RETL	82253	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8MD758326	RETL	82254	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X3MD758329	RETL	82257	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXMD758330	RETL	82258	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X9MD758335	RETL	82263	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X8ND758358	RETL	82286	TRACTOR	IN	IN	1	PETERBILT

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1XPBAP8XXND758362	RETL	82290	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X8ND758411	RETL	82339	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758412	RETL	82340	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X0ND758421	RETL	82349	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X1ND758444	RETL	82372	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND758446	RETL	82374	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758447	RETL	82375	TRACTOR	IN	IN	1	PETERBILT

1XPBAP8X9ND758448	RETL	82376	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758449	RETL	82377	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758450	RETL	82378	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758451	RETL	82379	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758452	RETL	82380	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758453	RETL	82381	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758455	RETL	82383	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758456	RETL	82384	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758457	RETL	82385	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758458	RETL	82386	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758459	RETL	82387	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758460	RETL	82388	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758461	RETL	82389	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758462	RETL	82390	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND758463	RETL	82391	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758464	RETL	82392	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758465	RETL	82393	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758466	RETL	82394	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758467	RETL	82395	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758468	RETL	82396	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758469	RETL	82397	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758470	RETL	82398	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758472	RETL	82400	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758473	RETL	82401	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758474	RETL	82402	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758475	RETL	82403	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758476	RETL	82404	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND758477	RETL	82405	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758478	RETL	82406	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND758480	RETL	82408	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758481	RETL	82409	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758482	RETL	82410	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758483	RETL	82411	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758484	RETL	82412	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758485	RETL	82413	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758486	RETL	82414	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758487	RETL	82415	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758488	RETL	82416	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758489	RETL	82417	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758490	RETL	82418	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758491	RETL	82419	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758492	RETL	82420	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758493	RETL	82421	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND758494	RETL	82422	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758495	RETL	82423	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758496	RETL	82424	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758497	RETL	82425	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758498	RETL	82426	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758499	RETL	82427	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758500	RETL	82428	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758501	RETL	82429	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758502	RETL	82430	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758503	RETL	82431	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758506	RETL	82434	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758507	RETL	82435	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758508	RETL	82436	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758509	RETL	82437	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758510	RETL	82438	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758511	RETL	82439	TRACTOR	IN	IN	1	PETERBILT
4V4W19EH1MN286173	RETL	82440	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3MN286174	RETL	82441	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5MN286175	RETL	82442	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7MN286176	RETL	82443	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9MN286177	RETL	82444	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0MN286178	RETL	82445	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2MN286179	RETL	82446	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9MN286180	RETL	82447	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0MN286181	RETL	82448	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2MN286182	RETL	82449	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4MN286183	RETL	82450	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6MN286184	RETL	82451	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8MN286185	RETL	82452	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXMN286186	RETL	82453	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1MN286187	RETL	82454	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286188	RETL	82455	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286189	RETL	82456	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286190	RETL	82457	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286191	RETL	82458	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286196	RETL	82463	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286198	RETL	82465	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286199	RETL	82466	TRACTOR	IN	IN	1	VOLVO

4V4W19EH9NN286200	RETL	82467	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286201	RETL	82468	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286202	RETL	82469	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286203	RETL	82470	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286204	RETL	82471	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286205	RETL	82472	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286206	RETL	82473	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286207	RETL	82474	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286208	RETL	82475	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286209	RETL	82476	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286210	RETL	82477	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286211	RETL	82478	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286212	RETL	82479	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286213	RETL	82480	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286214	RETL	82481	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286215	RETL	82482	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286216	RETL	82483	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286217	RETL	82484	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286218	RETL	82485	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286219	RETL	82486	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286220	RETL	82487	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286221	RETL	82488	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286222	RETL	82489	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286223	RETL	82490	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286224	RETL	82491	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286225	RETL	82492	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286226	RETL	82493	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286227	RETL	82494	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286228	RETL	82495	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286230	RETL	82497	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286231	RETL	82498	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286232	RETL	82499	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286233	RETL	82500	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286234	RETL	82501	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286235	RETL	82502	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286237	RETL	82504	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286239	RETL	82506	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286240	RETL	82507	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286241	RETL	82508	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286242	RETL	82509	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286243	RETL	82510	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286244	RETL	82511	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286245	RETL	82512	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286246	RETL	82513	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286247	RETL	82514	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286248	RETL	82515	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286249	RETL	82516	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286250	RETL	82517	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286251	RETL	82518	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286253	RETL	82520	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286254	RETL	82521	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286256	RETL	82523	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286257	RETL	82524	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286259	RETL	82526	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286260	RETL	82527	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286261	RETL	82528	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286262	RETL	82529	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286263	RETL	82530	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286264	RETL	82531	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286265	RETL	82532	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286266	RETL	82533	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286267	RETL	82534	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286268	RETL	82535	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286270	RETL	82537	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286271	RETL	82760	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286272	RETL	82761	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286273	RETL	82762	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286274	RETL	82763	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286275	RETL	82764	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286276	RETL	82765	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286277	RETL	82766	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286278	RETL	82767	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286279	RETL	82768	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286280	RETL	82769	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286281	RETL	82770	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286282	RETL	82771	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286283	RETL	82772	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286284	RETL	82773	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286285	RETL	82774	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286286	RETL	82775	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286287	RETL	82776	TRACTOR	IN	IN	1	VOLVO

4V4W19EH5NN286288	RETL	82777	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286289	RETL	82778	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN286290	RETL	82779	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286291	RETL	82780	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286292	RETL	82781	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286293	RETL	82782	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286294	RETL	82783	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286295	RETL	82784	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN286296	RETL	82785	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN286297	RETL	82786	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286298	RETL	82787	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN286299	RETL	82788	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN285802	RETL	82790	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN285803	RETL	82791	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN285804	RETL	82792	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN285805	RETL	82793	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN285806	RETL	82794	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN285807	RETL	82795	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN285809	RETL	82797	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN285810	RETL	82798	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN285811	RETL	82799	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN285812	RETL	82800	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN285813	RETL	82801	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN285814	RETL	82802	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN285815	RETL	82803	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN285816	RETL	82804	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN285817	RETL	82805	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN285818	RETL	82806	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN285819	RETL	82807	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN285820	RETL	82808	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN285821	RETL	82809	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN285822	RETL	82810	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN285823	RETL	82811	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN285824	RETL	82812	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN285825	RETL	82813	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN285826	RETL	82814	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN285827	RETL	82815	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN285828	RETL	82816	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN285829	RETL	82817	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN285830	RETL	82818	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN285831	RETL	82819	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN285833	RETL	82821	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN285834	RETL	82822	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN285835	RETL	82823	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN285836	RETL	82824	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN285837	RETL	82825	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN285838	RETL	82826	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN285839	RETL	82827	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN285840	RETL	82828	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN285841	RETL	82829	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN285842	RETL	82830	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN285843	RETL	82831	TRACTOR	IN	IN	1	VOLVO
4V4W19EH4NN285844	RETL	82832	TRACTOR	IN	IN	1	VOLVO
4V4W19EH6NN285845	RETL	82833	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN285846	RETL	82834	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN285847	RETL	82835	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN285848	RETL	82836	TRACTOR	IN	IN	1	VOLVO
4V4W19EHXNN285850	RETL	82838	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN285851	RETL	82839	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH1NN286086	RETL	9346	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH3NN286087	RETL	9347	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH5NN286088	RETL	9348	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH7NN286089	RETL	9349	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH3NN286090	RETL	9350	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH5NN286091	RETL	9351	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH9NN286093	RETL	9353	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH2NN286095	RETL	9355	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH6NN286097	RETL	9357	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH8NN286098	RETL	9358	TRACTOR	IN	IN	1	VOLVO
4V4WC9EHXNN286099	RETL	9359	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH2NN286100	RETL	9360	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH4NN286101	RETL	9361	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH6NN286102	RETL	9362	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH8NN286103	RETL	9363	TRACTOR	IN	IN	1	VOLVO
4V4WC9EHXNN286104	RETL	9364	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH1NN286105	RETL	9365	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH3NN286106	RETL	9366	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH7NN286108	RETL	9368	TRACTOR	IN	IN	1	VOLVO
4V4WC9EH7NN286111	RETL	9371	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285857	YRCF	67325	TRACTOR	IN	IN	1	VOLVO
4V4WC9EHXNN286135	YRCF	79779	TRACTOR	IN	IN	1	VOLVO

1XPBAP8X4MD758579	YRCF	10102	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG5NN308510	YRCF	10105	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X8ND758585	YRCF	10106	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758583	YRCF	10107	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1MD758572	YRCF	10108	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG3NN308473	YRCF	10109	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X2ND758632	YRCF	10110	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758624	YRCF	10111	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9MD758576	YRCF	10115	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG3NN286023	YRCF	10116	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN308463	YRCF	10117	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285927	YRCF	10118	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285925	YRCF	10119	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285996	YRCF	10120	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285993	YRCF	10121	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285908	YRCF	10122	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X6ND758598	YRCF	10123	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758584	YRCF	10124	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4MD758565	YRCF	10125	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758599	YRCF	10126	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND758677	YRCF	10127	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG5NN285956	YRCF	10128	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X6ND758648	YRCF	10129	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758633	YRCF	10130	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7MD758558	YRCF	10131	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5MD758557	YRCF	10132	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND758637	YRCF	10133	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758603	YRCF	10134	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758602	YRCF	10135	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758607	YRCF	10136	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5MD758574	YRCF	10137	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3MD758573	YRCF	10138	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND758631	YRCF	10139	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758649	YRCF	10140	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG2NN285929	YRCF	10141	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285986	YRCF	10142	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN308503	YRCF	10143	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285961	YRCF	10144	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285959	YRCF	10145	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X3ND758591	YRCF	10146	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG1NN308519	YRCF	10147	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN286236	YRCF	10148	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285984	YRCF	10149	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X3ND758641	YRCF	10150	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0MD758580	YRCF	10151	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG9NN285930	YRCF	10152	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285960	YRCF	10153	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X5ND758589	YRCF	10154	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758616	YRCF	10155	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG0NN308480	YRCF	10156	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN308471	YRCF	10157	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN308476	YRCF	10158	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN308479	YRCF	10159	TRACTOR	IN	IN	1	VOLVO
1XPBAP8XXMD758571	YRCF	10160	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND758592	YRCF	10161	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND758593	YRCF	10162	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X9ND758627	YRCF	10165	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758653	YRCF	10166	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758664	YRCF	10167	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758666	YRCF	10168	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758675	YRCF	10169	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758678	YRCF	10170	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG2NN308478	YRCF	10171	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN308516	YRCF	10172	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285981	YRCF	10173	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X3ND758638	YRCF	10174	TRACTOR	IN	IN	1	PETERBILT
4V4W19EH0NN285808	YRCF	10535	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X8MD758973	YRCF	14809	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXMD758974	YRCF	14810	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1MD758975	YRCF	14811	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3MD758976	YRCF	14812	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5MD758977	YRCF	14813	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7MD758978	YRCF	14814	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9MD758979	YRCF	14815	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5MD758980	YRCF	14816	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7MD758981	YRCF	14817	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9MD758982	YRCF	14818	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0MD758983	YRCF	14819	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2MD758984	YRCF	14820	TRACTOR	IN	IN	1	PETERBILT

1XPBAP8X4MD758985	YRCF	14821	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6MD758986	YRCF	14822	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8MD758987	YRCF	14823	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8XXMD758991	YRCF	14827	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X3MD758993	YRCF	14829	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X7MD758995	YRCF	14831	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9MD758996	YRCF	14832	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X0MD759003	YRCF	14839	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2MD759004	YRCF	14840	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4MD759005	YRCF	14841	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6MD759006	YRCF	14842	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8XXMD759008	YRCF	14844	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X2MD759018	YRCF	14854	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4MD759019	YRCF	14855	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0MD759020	YRCF	14856	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X1MD759043	YRCF	14879	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X3MD759061	YRCF	14897	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X7MD759063	YRCF	14899	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9MD759064	YRCF	14900	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X2MD759066	YRCF	14902	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X6MD759068	YRCF	14904	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8XXMD759073	YRCF	14909	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X3MD759075	YRCF	14911	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X7MD759077	YRCF	14913	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X8MD759086	YRCF	14922	TRACTOR	IN	IN	1	PETERBILT
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4V4W19EG8MN285268	YRCF	14933	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXMN285269	YRCF	14934	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG8MN285271	YRCF	14936	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXMN285272	YRCF	14937	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285273	YRCF	14938	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285274	YRCF	14939	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285275	YRCF	14940	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285276	YRCF	14941	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285277	YRCF	14942	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285278	YRCF	14943	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285279	YRCF	14944	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG0MN285281	YRCF	14946	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285282	YRCF	14947	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285283	YRCF	14948	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285284	YRCF	14949	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285285	YRCF	14950	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG3MN285288	YRCF	14953	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285289	YRCF	14954	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285290	YRCF	14955	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285291	YRCF	14956	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285292	YRCF	14957	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285293	YRCF	14958	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285294	YRCF	14959	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285295	YRCF	14960	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285296	YRCF	14961	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285297	YRCF	14962	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285298	YRCF	14963	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285299	YRCF	14964	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285300	YRCF	14965	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285301	YRCF	14966	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285302	YRCF	14967	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285303	YRCF	14968	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285304	YRCF	14969	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXMN285305	YRCF	14970	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285306	YRCF	14971	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285307	YRCF	14972	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285308	YRCF	14973	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285309	YRCF	14974	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285310	YRCF	14975	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285311	YRCF	14976	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285312	YRCF	14977	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285313	YRCF	14978	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285314	YRCF	14979	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285315	YRCF	14980	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285316	YRCF	14981	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285317	YRCF	14982	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285318	YRCF	14983	TRACTOR	IN	IN	1	VOLVO

4V4W19EGXMN285319	YRCF	14984	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285320	YRCF	14985	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285321	YRCF	14986	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXMN285322	YRCF	14987	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285323	YRCF	14988	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285324	YRCF	14989	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285325	YRCF	14990	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285326	YRCF	14991	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285327	YRCF	14992	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285328	YRCF	14993	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285329	YRCF	14994	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285331	YRCF	14996	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285332	YRCF	14997	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285333	YRCF	14998	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285334	YRCF	14999	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285391	YRCF	15460	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285392	YRCF	15461	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285393	YRCF	15462	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285394	YRCF	15463	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285395	YRCF	15464	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285396	YRCF	15465	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285397	YRCF	15466	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285398	YRCF	15467	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285399	YRCF	15468	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285400	YRCF	15469	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285401	YRCF	15470	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285402	YRCF	15471	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285403	YRCF	15472	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285404	YRCF	15473	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285405	YRCF	15474	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285406	YRCF	15475	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285407	YRCF	15476	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285408	YRCF	15477	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285409	YRCF	15478	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285410	YRCF	15479	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285411	YRCF	15480	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285412	YRCF	15481	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285413	YRCF	15482	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285414	YRCF	15483	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285415	YRCF	15484	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285416	YRCF	15485	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285417	YRCF	15486	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285418	YRCF	15487	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285419	YRCF	15488	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285420	YRCF	15489	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285421	YRCF	15490	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285422	YRCF	15491	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285423	YRCF	15492	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285424	YRCF	15493	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285425	YRCF	15494	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285426	YRCF	15495	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285427	YRCF	15496	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285428	YRCF	15497	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285429	YRCF	15498	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285430	YRCF	15499	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285431	YRCF	15500	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285432	YRCF	15501	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285433	YRCF	15502	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285434	YRCF	15503	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG4NN285446	YRCF	15515	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285447	YRCF	15516	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285448	YRCF	15517	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285449	YRCF	15518	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285450	YRCF	15519	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285451	YRCF	15520	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285452	YRCF	15521	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285453	YRCF	15522	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285454	YRCF	15523	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285455	YRCF	15524	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285456	YRCF	15525	TRACTOR	IN	IN	1	VOLVO

4V4W19EG9NN285457	YRCF	15526	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285458	YRCF	15527	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285459	YRCF	15528	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285460	YRCF	15529	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285461	YRCF	15530	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285462	YRCF	15531	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285463	YRCF	15532	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285464	YRCF	15533	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285465	YRCF	15534	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG3NN285471	YRCF	15540	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285472	YRCF	15541	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285473	YRCF	15542	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285474	YRCF	15543	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285475	YRCF	15544	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285476	YRCF	15545	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285477	YRCF	15546	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG9NN285510	YRCF	15549	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285511	YRCF	15550	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG5NN285519	YRCF	15558	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285520	YRCF	15559	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285521	YRCF	15560	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285522	YRCF	15561	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG6NN285528	YRCF	15567	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285529	YRCF	15568	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285530	YRCF	15569	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285531	YRCF	15570	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG5NN285536	YRCF	15575	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285537	YRCF	15576	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG0NN285539	YRCF	15578	TRACTOR	IN	IN	1	VOLVO
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4V4W19EGXNN285547	YRCF	15586	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285548	YRCF	15587	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285549	YRCF	15588	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285550	YRCF	15589	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG5NN285553	YRCF	15592	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285554	YRCF	15593	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285555	YRCF	15594	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285556	YRCF	15595	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285557	YRCF	15596	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285558	YRCF	15597	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285559	YRCF	15598	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285560	YRCF	15599	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285561	YRCF	15600	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285562	YRCF	15601	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285563	YRCF	15602	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285564	YRCF	15603	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285565	YRCF	15604	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285566	YRCF	15605	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285567	YRCF	15606	TRACTOR	IN	IN	1	VOLVO

4V4W19EG7NN285568	YRCF	15607	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285569	YRCF	15608	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285570	YRCF	15609	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285571	YRCF	15610	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285572	YRCF	15611	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285573	YRCF	15612	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285574	YRCF	15613	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285575	YRCF	15614	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285576	YRCF	15615	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285577	YRCF	15616	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285578	YRCF	15617	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285579	YRCF	15618	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285580	YRCF	15619	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285581	YRCF	15620	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285582	YRCF	15621	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285583	YRCF	15622	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285584	YRCF	15623	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285585	YRCF	15624	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285586	YRCF	15625	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285587	YRCF	15626	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285588	YRCF	15627	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285589	YRCF	15628	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285590	YRCF	15629	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285591	YRCF	15630	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285592	YRCF	15631	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285593	YRCF	15632	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285594	YRCF	15633	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285595	YRCF	15634	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285596	YRCF	15635	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285597	YRCF	15636	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285598	YRCF	15637	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285599	YRCF	15638	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285600	YRCF	15639	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG3NN285602	YRCF	15641	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285603	YRCF	15642	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285604	YRCF	15643	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285605	YRCF	15644	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285606	YRCF	15645	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285607	YRCF	15646	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285608	YRCF	15647	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285609	YRCF	15648	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285610	YRCF	15649	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285611	YRCF	15650	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285612	YRCF	15651	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285613	YRCF	15652	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285614	YRCF	15653	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285615	YRCF	15654	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285616	YRCF	15655	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285617	YRCF	15656	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285618	YRCF	15657	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285620	YRCF	15659	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285621	YRCF	15660	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285622	YRCF	15661	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285623	YRCF	15662	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285624	YRCF	15664	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285625	YRCF	15665	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285626	YRCF	15666	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285627	YRCF	15669	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285628	YRCF	15670	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285629	YRCF	15671	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285630	YRCF	15672	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285631	YRCF	15673	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285632	YRCF	15674	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285633	YRCF	15675	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285634	YRCF	15676	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG0NN285640	YRCF	15682	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285641	YRCF	15683	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285642	YRCF	15684	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285643	YRCF	15685	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285644	YRCF	15686	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG3NN285647	YRCF	15691	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285648	YRCF	15692	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285649	YRCF	15693	TRACTOR	IN	IN	1	VOLVO

4V4W19EG3NN285650	YRCF	15694	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285651	YRCF	15695	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285652	YRCF	15696	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285653	YRCF	15697	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG4NN285656	YRCF	15701	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285657	YRCF	15702	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285658	YRCF	15703	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285659	YRCF	15704	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285660	YRCF	15705	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285661	YRCF	15706	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285662	YRCF	15707	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285663	YRCF	15708	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285664	YRCF	15709	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285665	YRCF	15710	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285666	YRCF	15711	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285667	YRCF	15712	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285668	YRCF	15713	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285669	YRCF	15714	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285670	YRCF	15715	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285671	YRCF	15716	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285672	YRCF	15717	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285673	YRCF	15718	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285674	YRCF	15719	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285675	YRCF	15720	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285676	YRCF	15721	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285677	YRCF	15722	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285678	YRCF	15723	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285679	YRCF	15724	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285680	YRCF	15725	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285681	YRCF	15726	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285682	YRCF	15727	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285683	YRCF	15728	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285684	YRCF	15729	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285685	YRCF	15730	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285686	YRCF	15731	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285687	YRCF	15732	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285688	YRCF	15733	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285689	YRCF	15734	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285690	YRCF	15735	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285691	YRCF	15736	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285692	YRCF	15737	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285693	YRCF	15738	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285694	YRCF	15739	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285695	YRCF	15740	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285696	YRCF	15741	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285697	YRCF	15742	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285698	YRCF	15743	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285699	YRCF	15744	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285700	YRCF	15745	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285701	YRCF	15746	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285702	YRCF	15747	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285703	YRCF	15748	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285704	YRCF	15749	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285705	YRCF	15750	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285706	YRCF	15751	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285707	YRCF	15752	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285708	YRCF	15753	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285709	YRCF	15754	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285710	YRCF	15755	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285711	YRCF	15756	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285712	YRCF	15757	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285713	YRCF	15758	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG5NN285715	YRCF	15760	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285716	YRCF	15761	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285717	YRCF	15762	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285718	YRCF	15763	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285719	YRCF	15764	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285720	YRCF	15765	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285721	YRCF	15766	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285722	YRCF	15767	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285723	YRCF	15768	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285724	YRCF	15769	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285725	YRCF	15770	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285726	YRCF	15771	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285727	YRCF	15772	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285728	YRCF	15773	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285729	YRCF	15774	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285730	YRCF	15775	TRACTOR	IN	IN	1	VOLVO

4V4W19EG3NN285731	YRCF	15776	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285732	YRCF	15777	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285733	YRCF	15778	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285734	YRCF	15779	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285735	YRCF	15780	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285736	YRCF	15781	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285737	YRCF	15782	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285738	YRCF	15783	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285739	YRCF	15784	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285740	YRCF	15785	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285741	YRCF	15786	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285742	YRCF	15787	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285743	YRCF	15788	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG9NN285748	YRCF	15793	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285749	YRCF	15794	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285750	YRCF	15795	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285751	YRCF	15796	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285752	YRCF	15797	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285753	YRCF	15798	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285754	YRCF	15799	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285755	YRCF	15800	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG3NN285762	YRCF	15807	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285763	YRCF	15808	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285764	YRCF	15809	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285765	YRCF	15810	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG2NN285767	YRCF	15812	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG6NN285769	YRCF	15814	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285770	YRCF	15815	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285771	YRCF	15816	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285772	YRCF	15817	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285773	YRCF	15818	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285774	YRCF	15819	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285775	YRCF	15820	TRACTOR	IN	IN	1	VOLVO
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4V4W19EG7NN285795	YRCF	15840	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285796	YRCF	15841	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285798	YRCF	15843	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285799	YRCF	15844	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285800	YRCF	15845	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285801	YRCF	15846	TRACTOR	IN	IN	1	VOLVO
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4V4W19EGXMN285336	YRCF	15851	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285337	YRCF	15852	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285338	YRCF	15853	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285339	YRCF	15854	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285340	YRCF	15855	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285341	YRCF	15856	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285342	YRCF	15857	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285343	YRCF	15858	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285344	YRCF	15859	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285345	YRCF	15860	TRACTOR	IN	IN	1	VOLVO

4V4W19EG2MN285346	YRCF	15861	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285347	YRCF	15862	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285348	YRCF	15863	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285349	YRCF	15864	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285350	YRCF	15865	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285351	YRCF	15866	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285352	YRCF	15867	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXMN285353	YRCF	15868	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285354	YRCF	15869	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285355	YRCF	15870	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285356	YRCF	15871	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285357	YRCF	15872	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285358	YRCF	15873	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285359	YRCF	15874	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285360	YRCF	15875	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285361	YRCF	15876	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285362	YRCF	15877	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285363	YRCF	15878	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285364	YRCF	15879	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285365	YRCF	15880	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285366	YRCF	15881	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXMN285367	YRCF	15882	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285368	YRCF	15883	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285369	YRCF	15884	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXMN285370	YRCF	15885	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285371	YRCF	15886	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285372	YRCF	15887	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285373	YRCF	15888	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285374	YRCF	15889	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285375	YRCF	15890	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0MN285376	YRCF	15891	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285377	YRCF	15892	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285378	YRCF	15893	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285379	YRCF	15894	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2MN285380	YRCF	15895	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4MN285381	YRCF	15896	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6MN285382	YRCF	15897	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8MN285383	YRCF	15898	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXMN285384	YRCF	15899	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1MN285385	YRCF	15900	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3MN285386	YRCF	15901	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285387	YRCF	15902	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7MN285388	YRCF	15903	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9MN285389	YRCF	15904	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5MN285390	YRCF	15905	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X3ND759093	YRCF	15906	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759094	YRCF	15907	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759095	YRCF	15908	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759096	YRCF	15909	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759097	YRCF	15910	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759098	YRCF	15911	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759099	YRCF	15912	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759100	YRCF	15913	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759101	YRCF	15914	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759102	YRCF	15915	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759103	YRCF	15916	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759104	YRCF	15917	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND759105	YRCF	15918	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND759106	YRCF	15919	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND759108	YRCF	15921	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND759109	YRCF	15922	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759110	YRCF	15923	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X5ND759113	YRCF	15926	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759114	YRCF	15927	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759115	YRCF	15928	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759116	YRCF	15929	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759117	YRCF	15930	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759118	YRCF	15931	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND759119	YRCF	15932	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759120	YRCF	15933	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759121	YRCF	15934	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND759122	YRCF	15935	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND759123	YRCF	15936	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759124	YRCF	15937	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND759125	YRCF	15938	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND759126	YRCF	15939	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759127	YRCF	15940	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759128	YRCF	15941	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759129	YRCF	15942	TRACTOR	IN	IN	1	PETERBILT

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1XPBAP8X7ND759131	YRCF	15944	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759132	YRCF	15945	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X2ND759134	YRCF	15947	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X6ND759136	YRCF	15949	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8XXND759138	YRCF	15951	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND759139	YRCF	15952	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND759140	YRCF	15953	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759141	YRCF	15954	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND759142	YRCF	15955	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND759143	YRCF	15956	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759144	YRCF	15957	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759145	YRCF	15958	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759146	YRCF	15959	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759147	YRCF	15960	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759148	YRCF	15961	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759149	YRCF	15962	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759150	YRCF	15963	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759151	YRCF	15964	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759152	YRCF	15965	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND759153	YRCF	15966	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND759154	YRCF	15967	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759155	YRCF	15968	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X3ND759157	YRCF	15970	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759158	YRCF	15971	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759159	YRCF	15972	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND759160	YRCF	15973	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759161	YRCF	15974	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759162	YRCF	15975	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759163	YRCF	15976	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759164	YRCF	15977	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759165	YRCF	15978	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND759167	YRCF	15980	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND759168	YRCF	15981	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759169	YRCF	15982	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND759170	YRCF	15983	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X9ND759177	YRCF	15990	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759107	YRCF	15992	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759166	YRCF	15993	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X2ND759179	YRCF	16702	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759180	YRCF	16703	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759181	YRCF	16704	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X8ND759185	YRCF	16708	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X5ND759208	YRCF	16731	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759209	YRCF	16732	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X6ND759220	YRCF	16743	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X5ND759225	YRCF	16748	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X9ND759227	YRCF	16750	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X9ND759230	YRCF	16753	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X2ND759232	YRCF	16755	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X8ND759235	YRCF	16758	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759236	YRCF	16759	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND759237	YRCF	16760	TRACTOR	IN	IN	1	PETERBILT
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1XPBAP8X4ND759393	YRCF	16916	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND759394	YRCF	16917	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND759395	YRCF	16918	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759396	YRCF	16919	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND759397	YRCF	16920	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND759398	YRCF	16921	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759399	YRCF	16922	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND759400	YRCF	16923	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND759401	YRCF	16924	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND759402	YRCF	16925	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND759403	YRCF	16926	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759404	YRCF	16927	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759405	YRCF	16928	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759406	YRCF	16929	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759407	YRCF	16930	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759408	YRCF	16931	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759409	YRCF	16932	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759410	YRCF	16933	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X2ND759411	YRCF	16934	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND759412	YRCF	16935	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND759413	YRCF	16936	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND759414	YRCF	16937	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1ND759416	YRCF	16939	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND759417	YRCF	16940	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759418	YRCF	16941	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759419	YRCF	16942	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND759420	YRCF	16943	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X5ND759421	YRCF	16944	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7ND759422	YRCF	16945	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND759423	YRCF	16946	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X0ND759424	YRCF	16947	TRACTOR	IN	IN	1	PETERBILT
4V4W19EG9NN607675	YRCF	16948	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN607676	YRCF	16949	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN607677	YRCF	16950	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN607678	YRCF	16951	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN607679	YRCF	16952	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN607680	YRCF	16953	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN607681	YRCF	16954	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN607682	YRCF	16955	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN607683	YRCF	16956	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN607684	YRCF	16957	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN607685	YRCF	16958	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN607686	YRCF	16959	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN607687	YRCF	16960	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN607688	YRCF	16961	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN607689	YRCF	16962	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN607690	YRCF	16963	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN607691	YRCF	16964	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN607692	YRCF	16965	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN607693	YRCF	16966	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN607694	YRCF	16967	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN607695	YRCF	16968	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN607696	YRCF	16969	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN607697	YRCF	16970	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN607698	YRCF	16971	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285479	YRCF	48036	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285480	YRCF	48037	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285481	YRCF	48038	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285482	YRCF	48039	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285483	YRCF	48040	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285484	YRCF	48041	TRACTOR	IN	IN	1	VOLVO

4V4W19EG3NN285485	YRCF	48042	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285486	YRCF	48043	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285487	YRCF	48044	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285488	YRCF	48045	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285490	YRCF	49024	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285491	YRCF	49025	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285492	YRCF	49026	TRACTOR	IN	IN	1	VOLVO
4V4W19EG2NN285493	YRCF	49027	TRACTOR	IN	IN	1	VOLVO
4V4W19EG4NN285494	YRCF	49028	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285495	YRCF	49029	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285496	YRCF	49030	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285497	YRCF	49031	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285498	YRCF	49032	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285499	YRCF	49033	TRACTOR	IN	IN	1	VOLVO
4V4W19EG6NN285500	YRCF	49034	TRACTOR	IN	IN	1	VOLVO
4V4W19EG8NN285501	YRCF	49035	TRACTOR	IN	IN	1	VOLVO
4V4W19EGXNN285502	YRCF	49036	TRACTOR	IN	IN	1	VOLVO
4V4W19EG1NN285503	YRCF	49037	TRACTOR	IN	IN	1	VOLVO
4V4W19EG3NN285504	YRCF	49038	TRACTOR	IN	IN	1	VOLVO
4V4W19EG5NN285505	YRCF	49039	TRACTOR	IN	IN	1	VOLVO
4V4W19EG7NN285506	YRCF	49040	TRACTOR	IN	IN	1	VOLVO
4V4W19EG9NN285507	YRCF	49041	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285508	YRCF	49042	TRACTOR	IN	IN	1	VOLVO
4V4W19EG0NN285489	YRCF	49043	TRACTOR	IN	IN	1	VOLVO
1XPBAP8X1MD758314	YRCF	82242	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4MD758324	YRCF	82252	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXMD758344	YRCF	82272	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X1MD758345	YRCF	82273	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3MD758346	YRCF	82274	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X7MD758348	YRCF	82276	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X9ND758384	YRCF	82312	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758391	YRCF	82319	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758407	YRCF	82335	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X8ND758408	YRCF	82336	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758409	YRCF	82337	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758438	YRCF	82366	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8XXND758443	YRCF	82371	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X3ND758445	YRCF	82373	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758454	YRCF	82382	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758471	YRCF	82399	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X4ND758504	YRCF	82432	TRACTOR	IN	IN	1	PETERBILT
1XPBAP8X6ND758505	YRCF	82433	TRACTOR	IN	IN	1	PETERBILT
4V4W19EH3NN286192	YRCF	82459	TRACTOR	IN	IN	1	VOLVO
4V4W19EH5NN286193	YRCF	82460	TRACTOR	IN	IN	1	VOLVO
4V4W19EH7NN286194	YRCF	82461	TRACTOR	IN	IN	1	VOLVO
4V4W19EH9NN286195	YRCF	82462	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286197	YRCF	82464	TRACTOR	IN	IN	1	VOLVO
4V4W19EH0NN286229	YRCF	82496	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286238	YRCF	82505	TRACTOR	IN	IN	1	VOLVO
4V4W19EH1NN286255	YRCF	82522	TRACTOR	IN	IN	1	VOLVO
4V4W19EH2NN286300	YRCF	82789	TRACTOR	IN	IN	1	VOLVO
4V4W19EH8NN285832	YRCF	82820	TRACTOR	IN	IN	1	VOLVO
4V4W19EH3NN285849	YRCF	82837	TRACTOR	IN	IN	1	VOLVO
4V4WC9EGXMN286030	YRCF	70220	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG1MN286031	YRCF	70221	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3MN286032	YRCF	70222	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5MN286033	YRCF	70223	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7MN286034	YRCF	70224	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9MN286035	YRCF	70225	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2MN286037	YRCF	70227	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4MN286038	YRCF	70228	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6MN286039	YRCF	70229	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2MN286040	YRCF	70230	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4MN286041	YRCF	70231	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6MN286042	YRCF	70232	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8MN286043	YRCF	70233	TRACTOR	IN	IN	1	VOLVO
4V4WC9EGXMN286044	YRCF	70234	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG1MN286045	YRCF	70235	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3MN286046	YRCF	70236	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5MN286047	YRCF	70237	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7MN286048	YRCF	70238	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9MN286049	YRCF	70239	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3NN286050	YRCF	70240	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5NN286051	YRCF	70241	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7NN286052	YRCF	70242	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN286053	YRCF	70243	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN286054	YRCF	70244	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2NN286055	YRCF	70245	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4NN286056	YRCF	70246	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6NN286057	YRCF	70247	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8NN286058	YRCF	70248	TRACTOR	IN	IN	1	VOLVO

4V4WC9EGXNN286059	YRCF	70249	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6NN286060	YRCF	70250	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8NN286061	YRCF	70251	TRACTOR	IN	IN	1	VOLVO
4V4WC9EGXNN286062	YRCF	70252	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG1NN286063	YRCF	70253	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3NN286064	YRCF	70254	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5NN286065	YRCF	70255	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7NN286066	YRCF	70256	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN286067	YRCF	70257	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN286068	YRCF	70258	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2NN286069	YRCF	70259	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN286070	YRCF	70260	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN286071	YRCF	70261	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG2NN286072	YRCF	70262	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG4NN286073	YRCF	70263	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG6NN286074	YRCF	70264	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG8NN286075	YRCF	70265	TRACTOR	IN	IN	1	VOLVO
4V4WC9EGXNN286076	YRCF	70266	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG1NN286077	YRCF	70267	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3NN286078	YRCF	70268	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5NN286079	YRCF	70269	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG1NN286080	YRCF	70270	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG3NN286081	YRCF	70271	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG5NN286082	YRCF	70272	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG7NN286083	YRCF	70273	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG9NN286084	YRCF	70274	TRACTOR	IN	IN	1	VOLVO
4V4WC9EG0NN286085	YRCF	70275	TRACTOR	IN	IN	1	VOLVO

Schedule 7.01(b)

Existing Liens

Incorporated by reference are all capitalized lease obligations provided in Schedule 7.03(b).

New Penn Motor Express LLC

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Delaware Secretary of State	UCC 07/13/2023	2016 6882185 11/07/2019	New Penn Motor Express LLC	Citizens Asset Finance, Inc.	Specified Equipment
Delaware Secretary of State	AMEND 07/13/2023	2016 7414715 11/30/2016	New Penn Motor Express LLC	Citizens Asset Finance, Inc.	Specified Equipment
Secretary of State, Delaware	CONT 07/13/2023	2021 4008711 05/24/2021			Continuation.

USF Holland LLC

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Delaware Secretary of State	UCC 07/13/2023	2017 7745203 11/21/2017	USF Holland LLC	Toyota Industries Commercial Finance, Inc.	Specified Equipment
Delaware Secretary of State	UCC 07/13/2023	2018 6785923 10/01/2018	YRC Enterprise Services, Inc.; and USF Holland LLC	BOFI Federal Bank	Specified Equipment
Delaware Secretary of State	UCC 07/13/2023	2018 7222462 10/18/2018	USF Holland LLC	Toyota Industries Commercial Finance, Inc.	Specified Equipment
Delaware Secretary of State	UCC 07/13/2023	2019 0051982 01/03/2019	USF Holland LLC	Radius Bank	Specified Equipment
Michigan Department of State	UCC 06/30/2023	2012129194-0 09/11/12	YRC, Inc. *originally filed under USF Holland LLC then amendment filed to change name to YRC, Inc.	Utica Leaseco, LLC	Specified Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Department of State, Michigan	CONT 06/30/2023	20170609000402-3 06/09/2017			Continuation.
Department of State, Michigan	CONT 06/30/2023	20220713000867-0 07/13/2022			Continuation.
Michigan Department of State	UCC 06/30/2023	2014148016-1 10/14/14	USF Holland Inc.	Harbor Capital Leasing, Inc.; NewStar Commercial Lease Funding I, LLC; NewStar Equipment Finance I, LLC; and Somerset Capital Group, Ltd	Specified Equipment
Department of State, Michigan	CONT 06/30/2023	20190715000284-7 07/15/2019			Continuation.
Michigan Department of State	UCC 06/30/2023	2016102457-5 07/22/16	USF Holland Inc.	Investors Bank	Specified Equipment
Department of State, Michigan	CONT 06/30/2023	20210716000207-2 07/16/2021			Continuation.
Michigan Department of State	UCC 06/30/2023	2016105932-6 07/29/16	USF Holland Inc.	Investors Bank	Specified Equipment
Department of State, Michigan	CONT 06/30/2023	20210716000207-2 07/16/2021			Continuation.
Michigan Department of State	UCC 06/30/2023	20180102000772-0 01/02/18	USF Holland, Inc.	Nations Fund I, LLC	Specified Equipment
Department of State, Michigan	CONT 06/30/2023	20221130000186-2 11/30/2022			Continuation.
Michigan Department of State	UCC 06/30/2023	20180102000779-3 01/02/18	USF Holland, Inc.	Nations Fund I, LLC	Specified Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Department of State, Michigan	CONT 06/30/2023	20221130000187-1 11/30/2022			Continuation.
Michigan Department of State	UCC 06/30/2023	20180131000792-6 01/31/18	USF Holland, LLC	Nations Fund I, LLC	Specified Equipment
Department of State, Michigan	CONT 06/30/2023	20230123000142-0 11/30/2022			Continuation.
Michigan Department of State	UCC 06/30/2023	20180131000798-0 01/31/18	USF Holland, LLC	Nations Fund I, LLC	Specified Equipment
Department of State, Michigan	CONT 06/30/2023	20230123000141-1 11/30/2022			Continuation.
Michigan Department of State	UCC 06/30/2023	20180228000794-9 02/28/18	USF Holland, LLC	Nations Fund I, LLC	Specified Equipment
Department of State, Michigan	CONT 06/30/2023	20230130000225-2 11/30/2022			Continuation.
Michigan Department of State	UCC 06/30/2023	20180228000835-5 02/28/18	USF Holland, LLC	Nations Fund I, LLC	Specified Equipment
Department of State, Michigan	CONT 06/30/2023	20230130000224-3 11/30/2022			Continuation.
Michigan Department of State	UCC 06/30/2023	20181217000485-5 12/17/2018	USF Holland Inc. d/b/a Holland	Stoughton Trailers Acceptance Company, LLC	Specified Equipment

USF Reddaway Inc.

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Oregon Secretary of State	UCC 07/07/2023	90902020 07/21/16	USF Reddaway Inc.	Investors Bank	Specified Equipment
Secretary of State, Oregon	CONT 07/07/2023	90902020-2 07/14/2021			Continuation.

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Oregon Secretary of State	UCC 07/07/2023	91400010 12/12/17	USF Reddaway Inc.	GrowthFunding Equipment Finance, a Division of People's Intermountain Bank; and Continental Bank	Specified Equipment
Oregon Secretary of State	UCC 07/07/2023	91488529 03/16/18	USF Reddaway Inc.	Les Schwab Warehouse Center, Inc.	Specified Equipment
Secretary of State, Oregon	CONT 07/07/2023	91488529-1 02/22/2023			Continuation.

YRC Inc.

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Delaware Secretary of State	UCC 07/13/2023	2012 2075648 05/30/12	YRC, Inc.	Milestone Equipment Corporation	Specified Equipment
Delaware Secretary of State	UCC 08/18/2023	20171695441 03/15/2017			Continuation.
Delaware Secretary of State	UCC 08/18/2023	20223775475 05/04/2022			Continuation.
Delaware Secretary of State	UCC 07/13/2023	2012 2922427 07/30/12	YRC, Inc.	Nations Fund I, Inc.	Specified Equipment
Secretary of State, Delaware	CONT 07/13/2023	20174833585 07/21/2017			Continuation.
Secretary of State, Delaware	CONT 07/13/2023	20223775467 05/04/2022			Continuation.
Delaware Secretary of State	UCC 07/13/2023	2012 3001106 08/03/12	YRC, Inc.	Milestone Equipment Corporation	Specified Equipment
Secretary of State, Delaware	CONT 07/13/2023	20173795108 06/09/2017			Continuation.
Secretary of State, Delaware	CONT 07/13/2023	20225851464 07/13/2022			Continuation.
Delaware Secretary of State	UCC 07/13/2023	2012 3667005 09/13/12	YRC, Inc.	PMC Financial Services Group, LLC	Specified Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Secretary of State, Delaware	CONT 07/13/2023	2017 3795090 06/09/2017			Continuation.
Secretary of State, Delaware	CONT 07/13/2023	2022 5851472 07/13/2022			Continuation.
Delaware Secretary of State	UCC 07/13/2023	2012 3592468 09/18/12	YRC, Inc.	Utica Leaseco LLC as Collateral Agent	Specified Equipment
Secretary of State, Delaware	CONT 07/13/2023	2017 3795116 06/09/2017			Continuation.
Secretary of State, Delaware	CONT 07/13/2023	2022 5851456 07/13/2022			Continuation.
Delaware Secretary of State	UCC 07/13/2023	2014 3154226 08/07/14	YRC, Inc.	Susquehanna Commercial Finance, Inc.	Specified Equipment
Secretary of State, Delaware	CONT 07/13/2023	2019 4587460 07/02/2019			Continuation.
Delaware Secretary of State	UCC 07/13/2023	2015 3935433 09/08/15	YRC Inc.	Somerset Capital Group, Ltd. and People's United Bank, National Association	Specified Equipment
Secretary of State, Delaware	CONT 07/13/2023	2020 4694123 07/08/2020			Continuation.
Delaware Secretary of State	UCC 07/13/2023	2015 5388763 11/16/15	YRC Inc.	HYG Financial Services, Inc.	Specified Equipment
Secretary of State, Delaware	CONT 07/13/2023	2020 5379393 08/05/2020			Continuation.
Delaware Secretary of State	UCC-1 thru 07/17/19	2017 6640228 10/05/17	YRC Inc.	HYG Financial Services, Inc.	Specified Equipment
Kansas Secretary of State	UCC 07/18/2023	6909402 06/01/12	YRC, Inc.	Milestone Equipment Corporation	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	72431898 03/15/2017			Continuation.
Secretary of State, Kansas	CONT 07/18/2023	118929231 05/04/2022			Continuation.
Kansas Secretary of State	UCC 07/18/2023	6924781 07/31/12	YRC, Inc.	Nations Fund I, Inc.	Specified Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Secretary of State, Kansas	CONT 07/18/2023	72529030 07/21/2017			Continuation.
Secretary of State, Kansas	CONT 07/18/2023	118929249 05/04/2022			Continuation.
Kansas Secretary of State	UCC 07/13/2023	6926026 08/06/12	YRC, Inc.	Nations Fund I, Inc.	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	72499572 06/09/2017			Continuation.
Secretary of State, Kansas	CONT 07/18/2023	119105260 07/13/2022			Continuation.
Kansas Secretary of State	UCC 07/13/2023	2020 9242233 12/29/2020	YRC, Inc.	Nations Fund I, Inc.	Specified Equipment
Kansas Secretary of State	UCC 07/13/2023	6909402 06/01/2012	YRC, Inc.	Nations Fund I, Inc.	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	72431898 03/15/2017			Continuation.
Secretary of State, Kansas	CONT 07/18/2023	118929231 05/04/2022			Continuation.
Kansas Secretary of State	UCC 07/18/2023	6933816 09/07/12	YRC Inc.	PMC Financial Services Group, LLC	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	72499580 06/09/2017			Continuation.
Secretary of State, Kansas	CONT 07/18/2023	119108462 07/14/2022			Continuation.
Kansas Secretary of State	UCC 07/18/2023	6936462 09/19/12	YRC Inc.	Utica Leaseco LLC as Collateral Agent	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	72499598 06/09/2017			Continuation.
Secretary of State, Kansas	CONT 07/18/2023	119105278 07/13/2022			Continuation.
Kansas Secretary of State	UCC 07/18/2023	6999189 05/28/13	YRC Inc. d/b/a YRC Freight	Stoughton Trailers Acceptance Company, LLC	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	114739689 03/20/2018			Continuation.

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Kansas Secretary of State	UCC 07/18/2023	7185432 10/14/15	YRC Inc.	Nations Fund I, LLC	Specified Equipment
Kansas Secretary of State	UCC 07/18/2023	7189319 11/02/15	YRC Inc.	Nations Fund I, LLC	Specified Equipment
Kansas Secretary of State	UCC 07/18/2023	7202211 01/15/16	YRC Inc.	Nations Fund I, LLC	Specified Equipment
Kansas Secretary of State	UCC 07/18/2023	72631802 12/12/17	YRC Inc.	Nations Fund I, LLC	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	119424257 12/06/2022			Continuation.
Kansas Secretary of State	UCC 07/18/2023	72702223 03/14/18	YRC Inc.	Nations Fund I, LLC	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	119585115 02/15/2023			Continuation.
Kansas Secretary of State	UCC 07/18/2023	72702249 03/14/18	YRC Inc.	Nations Fund I, LLC	Specified Equipment
Secretary of State, Kansas	CONT 07/18/2023	119585123 02/15/2023			Continuation.
Secretary of State, Delaware	UCC 07/13/2023	2020 9241912 12/29/2020	YRC Inc.	Nations Fund I, LLC	Specific listed equipment.
Secretary of State, Delaware	UCC 07/13/2023	2020 9242126 12/29/2020	YRC Inc.	Nations Fund I, LLC	Specific listed equipment.
Secretary of State, Delaware	UCC 07/13/2023	2020 9242233 12/29/2020	YRC Inc.	Nations Fund I, LLC	Specific listed equipment.

Fixture Filings

There are zero outstanding obligations with regard to the below fixture filings with JP Morgan Chase Bank, N.A.

DEBTOR / MORTGAGOR	SECURED PARTY / MORTGAGEE	ADDRESS	CITY	STATE	ZIP CODE	FILE NUMBER
YRC Inc.	JP Morgan Chase Bank, National Association	956 Hwy 190 West	Port Allen	LA	70767	UCC 61-2013000708 UCC 61-2018000807 UCC 61-2009000029
YRC Inc.	JP Morgan Chase Bank, National Association	88 E L Morgan Drive	Jackson	TN	38305	Book T2077, Page 1237 Instrument 18009857 UCC 09001332

YRC Inc.	JP Morgan Chase Bank, National Association	1212 Hilton Road	Knoxville	TN	37921	Instrument: 201808270013015 UCC 200902030047549 Instrument: 201309230019772
YRC Inc.	JP Morgan Chase Bank, National Association	2627 State Road	Bensalem	PA	19020	MTG 6779-1130 Instrument: 2011052988

Deeds of Trust

There are zero outstanding obligations with regard to the below Deeds of Trust with U.S. Bank, National Association.

DEBTOR / MORTGAGOR	SECURED PARTY / BENEFICIARY	ADDRESS	CITY	STATE	ZIP CODE	FILE NUMBER
YRC Inc.	U.S. Bank, National Association	3207 F Road,	Clifton	CO	81520	Bk. 5183, Pg. 867 Reception No. 2580267
YRC Inc.	U.S. Bank, National Association	614 Third Avenue	Kearney	NE	68845	Instrument No. 2011-5449

YRC Enterprise Services, Inc.

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Delaware Secretary of State	UCC 07/13/2023	2017 8494637 12/22/17	YRC Enterprise Services, Inc.	IBM Credit LLC	Specified Equipment
Delaware Secretary of State	UCC 07/13/2023	2018 6785923 10/01/18	YRC Enterprise Services, Inc.; and USF Holland LLC	BOFI Federal Bank	Specified Equipment
Kansas Secretary of State	UCC 07/13/2023	72041705 09/09/15	YRC Enterprise Services, Inc.	Nations Fund I, LLC	Specified Equipment
Kansas Secretary of State	UCC 07/13/2023	72051472 09/22/15	YRC Enterprise Services, Inc.	Nations Fund I, LLC	Specified Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Kansas Secretary of State	UCC 07/13/2023	72059715 10/02/15	YRC Enterprise Services, Inc.	Nations Fund I, LLC	Specified Equipment
Kansas Secretary of State	UCC 07/13/2023	72068633 10/15/15	YRC Enterprise Services, Inc.	Nations Fund I, LLC	Specified Equipment
Kansas Secretary of State	UCC 07/18/2023	72085629 11/10/15	YRC Enterprise Services, Inc.	Nations Fund I, LLC	Specified Equipment
Kansas Secretary of State	UCC 07/18/2023	72078376 10/30/15	YRC Enterprise Services, Inc.	Nations Fund I, LLC	Specified Equipment

YRC Freight Canada Company

The following Liens listed below, plus such other Liens perfected by registration of PPSA financing statements (or hypothec registrations under the Register of Personal and Movable Real Rights in the Province of Quebec) in favour of any of the secured parties listed below (or their affiliates) for similar type Liens recorded in British Columbia:

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Alberta	PPSA 07/31/2023	20111103725 2020-NOV-11	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21020225190 2021-FEB-02	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21022213226 2021-FEB-22	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21031029157 2021-MAR-10	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21051131925 2021-MAY-11	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21051134887 2021-MAY-11	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21051135361 2021-MAY-11	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21051136885 2021-MAY-11	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21051137343 2021-MAY-11	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Alberta	PPSA 07/31/2023	21051137705 2021-MAY-11	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21051138836 2021-MAY-11	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21052400340 2021-MAY-24	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	21052505382 2021-MAY-25	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Alberta	PPSA 07/31/2023	23072835626 2023-JUL-28	YRC Freight Canada Company / Yellow YRC Freight Canada Company	C. Reeves Services Ltd.	Specific Equipment
British Columbia	PPSA 07/31/2023	588245M 11NOV2020	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	746680M 2FEB2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	782957M 22FEB2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	821447M 10MAR2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	963570M 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	963581M 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	963583M 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	963584M 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	963587M 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	963593M 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	963601M 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
British Columbia	PPSA 07/31/2023	989610M 25MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	989616M 25MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc	Specific Equipment
British Columbia	PPSA 07/31/2023	692652P 27JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	692653P 27JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	692654P 27JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	692655P 27JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	693662P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	693706P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	693707P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	693711P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	693718P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	693883P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	693895P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	693942P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	694190P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	694202P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	694212P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
British Columbia	PPSA 07/31/2023	694220P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	694221P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	694230P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	694235P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
British Columbia	PPSA 07/31/2023	694242P 28JUL2023	YRC Freight Canada Company	Burnaby Dieseltech Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312531404 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312531200 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312530602 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312530203 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312529906 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312529205 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312528608 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312527504 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312527300 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312526907 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312526800 31JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312481008 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Manitoba	PPSA 07/31/2023	202312477108 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312476004 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312475407 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312474800 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312458103 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312457603 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312457000 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312456305 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312456208 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312456100 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312455805 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312455503 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312454507 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312454000 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312453209 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312452903 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312450102 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Manitoba	PPSA 07/31/2023	202312449805 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312449708 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312449104 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312449007 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312448701 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312448507 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312448000 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312447209 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312445907 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202312444102 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202306703309 28APR2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Manitoba	PPSA 07/31/2023	202109158404 25MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202109158307 25MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202108360501 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202108360200 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202108360005 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202108359503 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Manitoba	PPSA 07/31/2023	202108359309 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202108359201 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202108358701 12MAY2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202104064207 10MAR2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202102897902 22FEB2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202101805400 02FEB2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202018842108 11NOV2020	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Manitoba	PPSA 07/31/2023	202312443807 28JUL2023	YRC Freight Canada Company	Maxim Transportation Services Inc.	Repairs to specific Equipment
Saskatchewan	PPSA 07/31/2023	302103074 11-NOV-2020	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302129395 02-FEB-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302135020 22-FEB-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302141155 10-MAR-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302166539 12-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302166542 12-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302166546 12-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302166547 12-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302166548 12-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Saskatchewan	PPSA 07/31/2023	302166550 12-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302166553 12-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302170518 25-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Saskatchewan	PPSA 07/31/2023	302170524 25-MAY-2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Ontario	PPSA 07/27/2023	772749054 - 20210525 1007 1462 7076	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	772749063 - 20210525 1007 1462 7077	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	772429473 - 20210512 1002 1462 2618	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	772429482 - 20210512 1002 1462 2619	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	772429491 - 20210512 1002 1462 2620	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	772429509 - 20210512 1002 1462 2621	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	772429518 - 20210512 1002 1462 2622	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	772429527 - 20210512 1002 1462 2623	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Ontario	PPSA 07/27/2023	772429536 - 20210512 1002 1462 2624	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	770485626 - 20210311 1003 1462 8520	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	770023179 - 20210222 1403 1462 2327	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	769625037 - 20210202 1704 1462 6641	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Ontario	PPSA 07/27/2023	767628711 - 20201112 1002 1462 9085	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Equipment, Other, Motor Vehicle Included Specific Equipment
Nova Scotia	PPSA 07/31/2023	33654807 11/11/2020	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	33993957 02/02/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34067280 02/22/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34151761 03/10/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34482851 05/12/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34482885 05/12/2023	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34482919 05/12/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34482935 05/12/2023	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34482950 05/12/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment

JURISDICTION	FILING TYPE/ SEARCHED THRU	FILE NUMBER/ FILE DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Nova Scotia	PPSA 07/31/2023	34482968 05/12/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34482976 05/12/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34540518 05/25/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Nova Scotia	PPSA 07/31/2023	34540526 05/25/2021	YRC Freight Canada Company	Penske Truck Leasing Canada Inc.	Specific Equipment
Quebec	There are 9 Reservations of ownerships registered in respect of specific equipment. There are 13 Rights resulting from a lease registered in respect of specific equipment.				

Schedule 7.02(e)

Existing Investments

1. Included by reference are all Intercompany Notes listed on Schedule 7.03(b).

2. Included by reference are all owned Equity Interests set forth in Schedule 5.11.

3. Shared Services Agreement, dated as of January 1, 2019, by and between YRC Freight Canada Company and YRC Inc., as in effect as of the Petition Date.

Schedule 7.03(b)

Existing Indebtedness

1. Included by reference are all liens listed on Schedule 7.01(b).

2. Certain deferred health, welfare and pension payments due July 10, 2023, July 11, 2023, July 14, 2023, July 15, 2023, and July 17, 2023, respectively, in the aggregate principal amount of $33,631,748.18.

Additional Outstanding Notes

Maker	Payee	Principal Amount
Each Loan Party	Each Loan Party	N/A[2]
YRC Inc.	Roadway LLC	$ 500,000,000.00[3]
YRC Inc.	YRC Worldwide Inc.	$ 200,000,000.00[4]
New Penn Motor Express Inc.	Roadway LLC	$ 150,000,000.00[5]
YRC Logistics Asia Limited	YRC Worldwide Inc.	$ 10,203,693.27[6]
YRC Logistics Asia Limited	YRC Worldwide Inc.	$1,563,062.02[7]
YRC Freight Canada Company (f/k/a Reimer Express Lines Ltd.)	YRC Logistics Inc.	$3,674,434.39 CAD[8]
YRC Worldwide Inc.	YRC Freight Canada Company (f/k/a Reimer Express Lines Ltd.)	$31,000,000.00[9]

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2 That certain Intercompany Note, dated as of the Initial Funding Date, by and between each Loan Party signatory thereto, each as a note party, for the unpaid principal amount of all loans and advances or other credit extensions made by any holder to such issuer thereunder.

3 That certain Second Amended and Restated Promissory Note, dated as of December 10, 2013, by YRC Inc., as borrower, in favor of Roadway LLC, as lender, in the principal amount of $500,000,000.00.

4 That certain Second Amended and Restated Promissory Note, dated as of January 1, 2014, by YRC Inc., as borrower, in favor of YRC Worldwide Inc., as lender, in the principal amount of $200,000,000.00.

5 That certain Second Amended and Restated Promissory Note, dated as of December 10, 2013, by New Penn Motor Express, Inc., as borrower, in favor of Roadway LLC, as lender, in the l principal amount of $150,000,000.00.

6 That certain Intercompany Note, dated as of December 18, 2012, by YRC Logistics Asia Limited, as payor, in favor of YRC Worldwide Inc., as payee, in the principal amount of $10,203,693.27.

7 That certain Intercompany Note, dated as of September 28, 2017, by YRC Logistics Asia Limited, as issuer, in favor of YRC Worldwide Inc., as holder, in the original principal amount of $1,563,062.02.

8 That certain Promissory Note, dated as of August 13, 2010, by Reimer Express Lines, Ltd., as payor, in favor of YRC Logistics, Inc., as payee, in the original principal amount of $1,625,356 CAD.

9 That certain Amended and Restated Intercompany Note, dated as of November 1, 2013, by YRC Worldwide Inc., as payor, in favor of Reimer Express Lines Ltd., as payee, in the original principal amount of $19,000,000.

Maker	Payee	Principal Amount
YRC Inc.	YRC Freight Canada Company (f/k/a Reimer Express Lines Ltd.)	$5,870,361.00 CAD[10]
YRC Transportation, S.A. de C.V.	Transcontinental Lease, S. de R.L. de C.V.	$1,047,718.92 Mexican Pesos
YRC Inc.	Transcontinental Lease, S. de R.L. de C.V.	$548,476.13
YRC Inc.	Transcontinental Lease, S. de R.L. de C.V.	$3,000,000
YRC Transportation, S.A. de C.V.	Transcontinental Lease, S. de R.L. de C.V.	$4,277,885.26 Mexican Pesos

Capitalized Lease Obligations

Grantor / Lessee	Lessor	Operating Company	Location/Description	Balance as of 7/28/23
YRC Inc.	NATMI LPF Bloomington, LP	YRC	NAT #1 Bloomington - Terminal C4	14,444,598.06
YRC Inc.	1313 Grand Street Realty, LLC	YRC	NAT #1 Brooklyn - Terminal C4	6,3285,97.94
YRC Inc.	NATMI National Truck Terminals, LLC	YRC	NAT #1 Chula Vista - Terminal C4	2,063,517.45
YRC Inc..	RLF I-C SPE, LLC	YRC	NAT #1 Denver - Terminal C4	4,012,613.33
USF Reddaway	Prologis USLV NewCA 3, LLC	URD	NAT #1 Fontana - Terminal C4	8,785,050.37
YRC Inc.	Prologis Targeted U.S. Logistics Fund, LP	YRC	NAT #1 Gardena - Terminal C4	1,446,178.54
USF Reddaway	Highland Investments, LLLP	URD	NAT #1 Henderson - Terminal C4	3,227,742.37
YRC Inc.	Realterm Nat Property Holdings, LP	YRC	NAT #1 Manassas - Terminal C4	879,666.12
USF Reddaway	Orange Batavia I LLC	URD	NAT #1 Orange - Terminal C4	7,537,803.43
YRC Inc.	GPT Orlando Terminal Owner LLC	YRC	NAT #1 Orlando - Terminal C4	836,834.38
YRC Inc.	Bel Air T.T., LLC	YRC	NAT #1 San Diego - Terminal C4	754,303.75
YRC Inc.	M4 Terminals, LLC	YRC	NAT #1 San Jose - Terminal C4	609,340.22
USF Reddaway	M4 Terminals, LLC	URD	NAT #1 Santa Clara - Terminal C4	3,583,769.32

[10] That certain Intercompany Note, dated as of December 1, 2013, by YRC Inc., as payor, in favor of Reimer Express Lines Ltd., as payee, in the original principal amount of $5,870,361.00 CAD.

Grantor / Lessee	Lessor	Operating Company	Location/Description	Balance as of 7/28/23
YRC Inc.	Prologis USLV NewCA 3, LLC	YRC	NAT #1 Seattle - Terminal C4	3,651,635.11
USF Reddaway	NATMI National Truck Terminals, LLC	URD	NAT #1 Sparks - Terminal C4	1,186,281.72
New Penn	NATMI National Truck Terminals, LLC	NPM	NAT #2 Billerica - Terminal C4	2,268,300.66
YRC Inc.	Terreno Dell LLC	YRC	NAT #2 Carlstadt - Terminal C4	2,258,806.51
YRC Inc.	Edinburgh Logistics Assets LLC	YRC	NAT #3 - Houston - Terminal C4	3,150,478.03
YRC Inc.	Finlayson Logistics Assets LLC	YRC	NAT #3 Phoenix - Terminal C4	3,312,912.68
YRC Inc.	Madrona Cutter, LLC and Gulsons Cutter, LLC	YRC	NAT #3 Portland - Terminal C4	7,061,911.27
USF Reddaway	DCT Regentview Avenue, LLC	URD	NAT #4 - Downey CA v2 - Terminal C4	6,097,494.79
YRC Inc.	DCT Eckhoff Street LLC	YRC	NAT #4 - Orange CA v2 - Terminal C4	1,873,631.36
YRC Inc.	DCT Peoria Street LLC	YRC	NAT #4 - Sun Valley CA - Terminal C4	1,568,960.31
YRC Inc.	GPT Deer Park Terminal Owner LLC	YRC	NAT #5 - Deer Park NY - Terminal C4	2,453,143.41
YRC Inc.	Terreno Clawiter LLC	YRC	NAT #5 - Hayward/Oakland CA - Terminal C4	1,764,710.29
YRC Inc.	Prologis Targeted US Logistics Fund, LP	YRC	NAT #5 - Tacoma WA - Terminal C4	2,947,166.03
YRC Inc.	Estes Express Lines	YRC	Estes - Charlotte, NC - Terminal C4	3,445,839.85
USF Holland	Estes Express Lines	UHL	Estes - Coon Rapids - Terminal C4	4,657,873.10
USF Reddaway	Commerce Road Terminals LLC	URD	Estes - Eugene, OR - Terminal C4	1,302,066.79
USF Holland	Estes Terminals LLC	UHL	Estes - Joilet - Terminal C4	7,556,769.61
YRC Inc.	Estes Express Lines	YRC	Estes - Kearny, NJ - Terminal C4	6,880,413.89
USF Holland	Estes Express Lines	UHL	Estes - Milwaukee - Terminal C4	4,740,965.27
USF Reddaway	Commerce Road Terminals LLC	URD	Estes - Redmond, OR - Terminal C4	510,515.76
USF Holland	Estes Terminals LLC	UHL	Estes - Rockford - Terminal C4	3,741,660.36
USF Holland	Commerce Road Terminals LLC	UHL	Estes - South Bend - Terminal C4	4,857,922.59
YRC Inc.	Estes Terminals LLC	YRC	Estes - Sparks, NV - Terminal C4	5,028,534.57
USF Reddaway	Estes Express Lines	URD	Estes - Tacoma, WA - Terminal C4	5,232,369.62

Grantor / Lessee	Lessor	Operating Company	Location/Description	Balance as of 7/28/23
USF Reddaway	Estes Express Lines	URD	Estes - Three Forks, MT - Terminal C4	336,950.35
USF Holland	Estes Express Lines	UHL	Estes - Tomah Monroe County - Terminal C4	1,151,626.38
YRC Inc.	Commerce Road Terminals LLC	YRC	Estes - Wichita, KS - Terminal C4	1,197,901.88
USF Reddaway	EXOL Properties, LLC	URD	EXOL - Boise ID - Terminal C4	1,007,592.06
YRC Inc.	Freight Line Properties LLC	YRC	Freight Line - Salt Lake City, UT - Terminal C4	2,550,067.11
USF Reddaway	Kestrel Crossdock LLC	URD	Kestrel Crossdock - Missoula, MT - Terminal C4	1,350,739.44
YRC Inc.	Mad Acquisitions, LLC	YRC	Other - Roanoke, VA - Terminal C4	702,426.82
USF Holland	RLR Investments, LLC	UHL	RLR - Appleton WI - Terminal C4	3,896,053.08
YRC Inc.	RLR Investments, LLC	YRC	RLR - Atlanta GA - Terminal C4	1,966,841.38
YRC Inc.	R.L. Roberts LLC	YRC	RLR - Chicago West IL - Terminal C4	1,696,118.61
YRC Inc.	RLF Booth SPE, LLC	YRC	RLR - Kansas City, MO - Terminal C4	2,977,060.52
New Penn	R. L. Roberts, LLC	NPM	RLR - Scranton PA - Terminal C4	207,659.92
USF Reddaway	RLR Investments, LLC	URD	TAC - Spokane WA (URD) - Terminal C4	1,321,149.70
YRC Inc.	Thunderbolt Management Group Inc.	YRC	Thunderbolt Colorado Springs CO - Terminal C4	403,800.15
YRC Freight Canada Company	Acheron Land Holdings ULC	YRC Freight Canada	Other - Mississauga/Toronto Canada - Terminal C4	7,030,524.66
YRC Inc.	Price Property and Investments LLC and Green Blue 1818 LLC	YRC	Tower - Terminal C4	4,133,493.50
YRC Inc.	Glen EG, LLC	YRC	5200 Building – Terminal C4	624,308.97
New Penn	GIJV IL7 LLC	NPM	SE - Elkridge/Baltimore MD - Terminal C4	5,107,489.42
YRC Inc.	Southeastern Freight Lines, Inc.	YRC	SE - Lubbock TX - Terminal C4	999,073.99
New Penn	A. Duie Pyle, Inc.	NPM	SE - Maspeth - Terminal C4	11,820,251.17
YRC Inc.	Southeastern Freight Lines, Inc.	YRC	SE - Odessa TX - Terminal C4	588,551.69
YRC Inc.	Southeastern Freight Lines, Inc.	YRC	SE - McAllen, TX - Terminal C4	1,559,590.61
YRC Inc..	Southeastern Freight Lines, Inc.	YRC	SE - Miami, FL - Terminal C4	13,785,491.58

Grantor / Lessee	Lessor	Operating Company	Location/Description	Balance as of 7/28/23
YRC Inc.	Southeastern Freight Lines, Inc.	YRC	SE - Tulsa - Terminal C4	1,443,280.70
USF Holland	Dwell Wise LP	UHL	700 S Waverly Rd., Holland, MI – Corporate Office	3,094,666.07

Schedule 7.08

Transactions with Affiliates

Included by reference are all transactions with affiliates provided for in the 10-K filed on February 9, 2023 under the section titled “Related Party Transactions”, without giving effect to any amendments thereof after February 9, 2023.

Schedule 7.09

Certain Contractual Obligations

Included by reference are the contractual obligations expressly specified in the 10-Q filed on August 13, 2023 and the 10-K filed on February 9, 2023 by Yellow Corporation, in each case, as in effect on the Closing Date.

EXHIBIT A

ADMINISTRATIVE QUESTIONNAIRE

YELLOW CORPORATION

Agent Information
Alter Domus Products Corp.
225 W. Washington Street,
9th Floor
Chicago, Illinois 60606

Agent Closing Contact
Legal Department – Agency, Emily Ergang Pappas and Chris Capezuti
Tel: 312-564-5100
Fax: 312-376-0751
E-Mail:
legal_agency@alterdomus.com,
emily.ergangpappas@alterdomus.com
and cpcagency@alterdomus.com

It is very important that **all** of the requested information be completed accurately and that this questionnaire be returned promptly. If your institution is sub-allocating its allocation, please fill out an administrative questionnaire for each legal entity.

Legal Name of Lender to appear in Documentation:

_____

Signature Block Information: _____

- Signing Credit Agreement ☐ Yes ☐ No
- Coming in via Assignment ☐ Yes ☐ No

Type of Lender: _____

(Bank, Asset Manager, Broker/Dealer, CLO/CDO; Finance Company, Hedge Fund, Insurance, Mutual Fund, Pension Fund, Other Regulated Investment Fund, Special Purpose Vehicle, Other-please specify)

Lender Parent: _____

Lender Domestic Address

_____

Lender Eurodollar Address

_____

Contacts/Notification Methods: Borrowings, Paydowns, Interest, Fees, etc.

	Primary Credit Contact	Secondary Credit Contact
Name:		
Company:		
Title:		
Address:		
Telephone:		
Facsimile:		
E-Mail Address:		

	Primary Operations Contact	Secondary Operations Contact
Name:		
Company:		
Title:		
Address:		

Lender's Domestic Wire Instructions

Bank Name: _____

ABA/Routing No.: _____

Account Name: _____

Account No.: _____

FFC Account Name: _____

FFC Account No.: _____

Attention: _____

Reference: _____

1

Tax Documents

NON-U.S. LENDER INSTITUTIONS:

I. Non-Flow Through Entities:
If your institution is organized outside of the United States for U.S. federal income tax purposes, and is the beneficial owner of the interest and other income it receives, you must, without limiting the obligations to deliver certain forms and documents under Section 3.01 of the Credit Agreement, complete one of the following three tax forms, as applicable to your institution: ***a.) Form W-8BEN-E*** *(Certificate of Status of Beneficial Owner),* ***b.) Form W-8ECI*** *(Income Effectively Connected to a U.S. Trade or Business),* or ***c.) Form W-8EXP*** *(Certificate of Foreign Government or Governmental Agency).*

A U.S. taxpayer identification number is required for any institution submitting Form W-8ECI. It is also required on Form W-8BEN-E for certain institutions claiming the benefits of a tax treaty with the U.S. Please refer to the instructions when completing the form applicable to your institution. In addition, please be advised that U.S. tax regulations do not permit the acceptance of faxed forms. **Two original copies of each applicable tax form must be submitted.**

II. Flow-Through Entities:
If your institution is organized outside the U.S., and is classified for U.S. federal income tax purposes as either a partnership, trust, qualified or non-qualified intermediary, or other non-U.S. flow-through entity, an original ***Form W-8IMY*** *(Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding)* must, without limiting the obligations to deliver certain forms and documents under Section 3.01 of the Credit Agreement, be completed by the intermediary together with a withholding statement. Flow-through entities other than Qualified Intermediaries are required to include tax forms for each of the underlying beneficial owners.

Please refer to the instructions when completing this form. In addition, please be advised that U.S. tax regulations do not permit the acceptance of faxed forms. **Two original copies of each applicable tax form must be submitted.**

U.S. LENDER INSTITUTIONS:

If your institution is incorporated or organized within the United States, you must complete and return ***Form W-9*** *(Request for Taxpayer Identification Number and Certification).* **Please be advised that you must submit an original copy Form W-9.**

Pursuant to the Credit Agreement, the applicable tax forms and documents for your institution must be completed and returned on or prior to the date on which it becomes a party to the Credit

[1] All tax documentation subject to ongoing specialist review in all respects.

Agreement. Failure to provide the proper tax form when requested may subject your institution to U.S. tax withholding.

EXHIBIT B

INTERIM ORDER

[See Attached.]