

ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. BORROWER IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY MESSENGER, CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS INDICATED ON SCHEDULE 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), Borrower and each other Loan Party acknowledges and agrees and acknowledges its Affiliates' understanding that that: (i) (A) the services regarding this Agreement provided by Administrative Agent are arm's-length commercial transactions between Borrower, each other Loan Party and their respective Affiliates, on the one hand, and Administrative Agent, on the other hand, (B) each of Borrower and the other Loan Parties have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate, and (C) Borrower and each other Loan Party is 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; (ii) (A) Administrative Agent is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an

advisor, agent or fiduciary, for Borrower, any other Loan Party, or any of their respective Affiliates, or any other Person and (B) Administrative Agent does not have any obligation to Borrower, any other Loan Party or any of their Affiliates with respect to the transaction contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) Administrative Agent and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Borrower, the other Loan Parties and their respective Affiliates, and Administrative Agent has no obligation to disclose any of such interests to Borrower, any other Loan Party or any of their respective Affiliates. To the fullest extent permitted by law, each of Borrower and the other Loan Parties hereby waive and release, any claims that it may have against Administrative Agent with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 Electronic Execution of Assignments and Certain Other Documents. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in any Loan Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary neither the Administrative Agent, the L/C Issuer nor any Lender is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent, the L/C Issuer or such Lender pursuant to procedures approved by it and provided further without limiting the foregoing, upon the request of any party, any electronic signature shall be promptly followed by such manually executed counterpart.

11.18 USA PATRIOT Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and Administrative Agent (for itself and not on behalf of any Lender) hereby notifies Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow such Lender or Administrative Agent, as applicable, to identify Borrower in accordance with the Act. Borrower shall, promptly following a request by Administrative Agent or any Lender, provide all documentation and other information that Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

11.19 Time of the Essence. Time is of the essence of the Loan Documents.

11.20 FATCA. For purposes of determining withholding Taxes imposed under FATCA from and after the effective date of this Agreement, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loan as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.471-2(b)(2)(i).

ARTICLE 12
AMENDMENT AND RESTATEMENT

Upon this Agreement becoming effective pursuant to the provisions hereunder, from and after the Closing Date: (a) all "Revolving Loans" outstanding under the Existing Credit Agreement, together with all accrued but unpaid interest and fees with respect thereto, shall be repaid in full (without a corresponding reduction in the Revolving Commitments), without offset, defense, counterclaim, abatement, reduction, set off, deduction or charge of any kind, nature or description whatsoever, and the modification effected by this Agreement shall not be deemed to provide for or to effect a repayment and re advance of any of the Indebtedness to the lenders now outstanding under the Existing Credit Agreement, it being the intention of Borrower and Lenders that a portion of the Indebtedness owing under this Agreement be and is the same Indebtedness as that owing under the Existing Credit Agreement immediately prior to the Closing Date; (b) all terms and conditions of the Existing Credit Agreement and any other Loan Document (as defined in the Existing Credit Agreement), as amended and restated by this Agreement and the other Loan Documents executed and delivered on the Closing Date, shall be and remain in full force and effect, as so amended and restated, and shall constitute the legal, valid, binding and enforceable obligations of Borrower to Administrative Agent and Lenders, whether considered in a proceeding at law or in equity; (c) the terms and conditions of the Existing Credit Agreement shall be amended as set forth herein and, as so amended, shall be restated in their entirety; (d) this Agreement shall not in any way release or impair the Liens created pursuant to the Existing Credit Agreement or any other Loan Document (as defined in the Existing Credit Agreement) or the rights, duties or Obligations relating thereto or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Closing Date, except as modified hereby or by documents, instruments and agreements executed and delivered in connection herewith, and all of such rights, duties, Obligations and Liens are assumed, ratified and affirmed by Borrower and the Loan Parties; (e) all indemnification obligations of the Borrower and the Loan Parties under the Existing Credit Agreement and any other Loan Document (as defined in the Existing Credit Agreement) shall survive the execution and delivery of this Agreement and shall continue in full force and effect for the benefit of the lenders thereunder and any other Person indemnified under the Existing Credit Agreement or any other Loan Document (as defined in the Existing Credit Agreement) at any time prior to the Closing Date; (f) the Obligations incurred under the Existing Credit Agreement shall, to the extent outstanding on the Closing Date, continue outstanding under this Agreement and shall not be deemed to be paid, released, discharged or otherwise satisfied by the execution of this Agreement, and this Agreement shall not constitute a refinancing, substitution or novation of such Obligations or any of the other rights, duties and obligations of the parties hereunder; (g) any and all references in the Loan Documents to the Existing Credit Agreement shall, without further action of the parties, be deemed a reference to the Existing Credit Agreement, as amended and restated by this Agreement, and as this Agreement shall be further amended, amended and restated, supplemented or otherwise modified from time to time hereafter; and (h) all security interests created under the Existing Credit Agreement and the other Loan Document (as defined in the Existing Credit Agreement) executed and delivered on the Closing Date, or otherwise prior to the date hereof continue to be in full force and effect after giving effect to the consummation of this Agreement.

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

BORROWER

CELADON GROUP, INC.

By: /s/ Leslie Tarble
Treasurer

GUARANTORS

**CELADON TRUCKING
SERVICES, INC.**

By: /s/ Leslie Tarble
Treasurer

**CELADON LOGISTICS
SERVICES, INC.**

By: /s/ Leslie Tarble
Treasurer

**QUALITY EQUIPMENT
LEASING, LLC**

By: /s/ Leslie Tarble
Treasurer

**CELADON E-COMMERCE,
INC.**

By: /s/ Leslie Tarble
Treasurer

CELADON CANADA, INC.

By: /s/ Leslie Tarble
Treasurer

**TRANSPORTATION
SERVICES INSURANCE
COMPANY, INC.**

By: /s/ Leslie Tarble
Treasurer

**A&S SERVICES GROUP,
INC.**

By: /s/ Leslie Tarble
Treasurer

**HYNDMAN HOLDINGS,
INC.**

By: /s/ Leslie Tarble
Treasurer

**OSBORN
TRANSPORTATION, INC.**

By: /s/ Leslie Tarble
Treasurer

**CELADON CANADIAN
HOLDINGS, LIMITED**

By: /s/ Leslie Tarble
Treasurer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Renee Marion
Title Renee Marion
Assistant Vice
President

BANK OF AMERICA, N.A.,
as a Lender, L/C Issuer and
Swing Line Lender

By: /s/ Michael T. Sands
Title:AVP

WELLS FARGO BANK,
N.A., as a Lender

By: /s/ Kyle Lacey
Title:Vice President

CITIZENS BANK, N.A., as a
Lender

By: /s/ Scott M. Lankford
Title:Vice President

COMMITMENTS
AND APPLICABLE PERCENTAGES

Lender	Commitment	Applicable Percentage
Bank of America, N.A.	\$125,000,000.00	41.6666667%
Wells Fargo Bank, N.A.	\$125,000,000.00	41.6666667%
Citizens Bank, N.A.	\$50,000,000.00	16.6666666%
Total	\$300,000,000.00	100.00%

CELADON GROUP INC. LETTERS OF CREDIT

LC/BA Id	Issue Date	Expiration	Beneficiary	Liability Amt
T00000003097011	12/07/10	4/13/18	MIDWEST EMPLOYERS CA	100,000.00
T00000003097093	12/07/10	4/13/18	MIDWEST EMPLOYERS CA	50,000.00
T00000003114244	12/07/10	4/13/18	NATIONAL UNION FIRE	234,545.00
T000000068077039	9/11/12	4/13/18	ACEAMERICAN INSURAN	295,000.00
T000000068098961	9/17/13	5/13/18	ACEAMERICAN INSURAN	133,392.00
T000000068099564	10/06/13	5/13/18	F.R. INSURANCE LTD.	253,658.07
T000000068103015	4/16/14	5/13/18	UNION PACIFIC RAILRO	10,000.00
T000000068105716	8/12/14	5/13/18	ACEAMERICAN INSURAN	130,000.00
T000000068107835	12/1/14	11/10/15	CITY OF LAREDO	583,843.32

LITIGATION

None

ENVIRONMENTAL MATTERS

None
