B 10 (Official Form 10) (12/11)

| UNITED STATES BANKRUPTCY COURT District of Delaware | | PROOF OF CLAIM |
|---|---|---|
| Name of Debtor: Coach Am Holdings Corp. | Case Number: 12-10017 | RECEIVED MAR 30 2012 BMC GROUP |
| NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.* | | |
| Name of Creditor (the person or other entity to whom the debtor owes money or property): Danielle Goebel | | COURT USE ONLY |
| Name and address where notices should be sent: Danielle Goebel, 5840 Parkhill Drive, Parma Heights, OH 44130 w/ a copy to: Neil Whitford and Gus Kallergis, CALFEE, HALTER & GRISWOLD LLP, The Calfee Building, 1405 East Sixth Street, Cleveland, OH 44114, Phone: 216.622.8200, Email: nwhitford@calfee.com; gkallergis@calfee.com | | ❒ Check this box if this claim amends a previously filed claim. **Court Claim Number:**_____ (*If known*) Filed on:_____ |
| Name and address where payment should be sent (if different from above): Telephone number: email: | | ❒ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. |

**1. Amount of Claim as of Date Case Filed:** $ 70,793.66

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

❒ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

**2. Basis for Claim:** Money Owed on Note
(See instruction #2)

| 3. Last four digits of any number by which creditor identifies debtor: | 3a. Debtor may have scheduled account as: (See instruction #3a) | 3b. Uniform Claim Identifier (optional): (See instruction #3b) |
|---|---|---|

**4. Secured Claim** (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

**Nature of property or right of setoff:** ❒ Real Estate ❒ Motor Vehicle ❒ Other
**Describe:**

**Value of Property:** $_____

**Annual Interest Rate**_____% ❒ Fixed or ❒ Variable
**(when case was filed)**

**Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:** $_____

**Basis for perfection:** _____

**Amount of Secured Claim:** $_____

**Amount Unsecured:** $_____

**5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.**

❒ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

❒ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

❒ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

❒ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

❒ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

❒ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).

**Amount entitled to priority:**
$_____

Coach America
01544

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the dc*

**6. Credits.** The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

**7. Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "**redacted**".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Danielle Goebel
Title:
Company:
Address and telephone number (if different from notice address above):

Telephone number: email:

Danielle M Goebel 3/27/12
(Signature) (Date)

*Penalty for presenting fraudulent claim:* Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.*

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).**
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

## ATTACHMENT TO PROOF OF CLAIM

**1. Amount of Claim.** The amount of the claim is consistent with the amount listed on the Schedule F of Debtor Coach Am Group Holding Corp.'s Schedules of Assets and Liabilities. For purposes of this proof of claim only, Claimant accepts the Debtors' calculation of interest on the amounts owed.

**2. Basis for Claim.** The basis of the claim is amounts owed pursuant to a certain subordinated promissory note, dated October 12, 2010 (the "Note"), issued under (a) the Stock Purchase Agreement (the "Stock Purchase Agreement"), dated as of April 18, 2008, by and among, Lakefront Lines, Inc., Hopkins Airport Limousine Service, Inc., the shareholders listed on the signature pages affixed thereto, Coach America Holding, Inc., Coach America Group Holdings, L.P. and Coach Am Group Holdings Corp., and (b) the Letter Agreement (the "Letter Agreement"), dated January 17, 2011, altering the allocation of the Second Earnout (as defined in the Stock Purchase Agreement) payment allocations. The maker of the relevant note is identified as Coach Am Group Holdings Corp. The Stock Purchase Agreement, including Section 10.8, provides that Debtor Coach Am Group Holdings Corp., Debtor CUSA Leasing, LLC and Debtor Coach Am Holdings Corp. are all guarantors of the obligations under the Stock Purchase Agreement.

Proofs of claim filed by the Claimant in the cases of Debtor CUSA Leasing, LLC and Debtor Coach Am Holdings Corp. are for the same amounts of the claims as listed in Schedule F of the Schedules of Assets and Liabilities of Coach Am Group Holdings Corp. which were guaranteed by those Debtors and have not been paid.

The Claimant reserves the right to amend this proof of claim for any reason permitted under applicable law, including to recalculate the interest owed for the claim or reduce the claim for any payment.

**7. Documents.** Copies of the Stock Purchase Agreement, the Letter Agreement and the Note supporting the claim are attached hereto.

Section 1

STOCK PURCHASE AGREEMENT

By and Among

LAKEFRONT LINES, INC.

HOPKINS AIRPORT LIMOUSINE SERVICE, INC.

THE SHAREHOLDERS LISTED ON THE SIGNATURE PAGES AFFIXED HERETO

COACH AMERICA HOLDINGS, INC.

COACH AMERICA GROUP HOLDINGS, L.P.

and

COACH AM GROUP HOLDINGS, CORP.

Dated as of April 18, 2008

INDEX

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of April 18, 2008, is made and entered into by and among Coach America Holdings, Inc., a Delaware corporation ("CAH"), Coach America Group Holdings, L.P., a Delaware limited partnership ("LP"), Coach Am Group Holdings Corp., a Delaware corporation ("Coach Am"), Lakefront Lines, Inc. an Ohio corporation ("Lakefront") and Hopkins Airport Limousine Service, Inc., an Ohio corporation ("Hopkins" and collectively with Lakefront, the "Companies"), the guarantors listed on the signatures pages affixed hereto ("Guarantors") and the persons listed on the signature pages affixed hereto, (the "Shareholders"). CAH, LP, Coach Am, the Companies, Guarantors, and the Shareholders are sometimes individually referred to herein as a "Party" and together as the "Parties." Capitalized terms used herein shall have the meanings ascribed to such terms in Exhibit A attached hereto or as elsewhere defined in this Agreement.

RECITALS

WHEREAS, the Shareholders own all of the issued and outstanding shares of capital stock of the Companies (the "Shares"); and

WHEREAS, CAH desires to purchase from the Shareholders, and the Shareholders desire to sell and transfer to CAH, the Shares, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants herein contained, and on the terms and subject to the conditions herein set forth, the Parties hereby agree as follows:

ARTICLE I
SALE AND TRANSFER OF SHARES; CLOSING

Section 1.1 Sale and Transfer of Shares. Subject to and upon the terms and conditions of this Agreement, at the Closing (as defined in Section 1.3), the Shareholders will sell and transfer the Shares to CAH, and CAH will purchase the Shares from the Shareholders. The Excluded Assets shall be distributed to the Shareholders prior to Closing pursuant to Section 4.10 and shall not be transferred to CAH as part of the transfer of the Shares.

Section 1.2 Purchase Price.

(a) The purchase price for the Shares will be an amount equal to (i) Forty Million Dollars ($40,000,000.00), plus (ii) the LLC Adjustment (the sum of (i) and (ii) the "Closing Amount") plus, (iii) the Earnout Amounts, which shall be payable subject to Section 1.7 (all of the foregoing being, the "Purchase Price"); provided, however, that the Purchase Price shall be increased by the Working Capital Adjustment Amount (as defined in Section 1.5(a)(iv) below) if such amount is a positive number and decreased by the Working Capital Adjustment Amount if such amount is a negative number and is subject to further adjustment by Section 5.5.

(b) The Closing Amount shall be payable by CAH at the Closing as follows: (i) first, an amount equal to the aggregate Transaction Payments that are known at Closing and have not been paid by the Companies or the Shareholders prior to Closing, allocated in the amounts and to the recipients as



set forth on the Closing Payment Schedule, and (ii) second, the balance to the Shareholders in accordance with the Closing Payment Schedule. In each instance, the Closing Amount shall be payable by wire transfer of immediately available funds. Anything to the contrary notwithstanding, CAH will be entitled to deduct and withhold or cause the Companies to deduct and withhold any withholding taxes as required by law and any other amounts as agreed to by CAH and the Companies and the Shareholders' Representative. To the extent that any such amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. Not later than two Business Days prior to the Closing, each Company shall furnish to CAH a certificate (collectively, the "Closing Payment Certificate"), signed by each Company and the Shareholder Representative which sets forth, with reasonable specificity, the calculation of the Transaction Payments, each Person entitled to any such payment, the amount due to such Person and the applicable wire instructions for the account or accounts of such Person designated to receive such payment.

(c) The Working Capital Adjustment Amount, if any, shall be payable as set forth in Section 1.5(e) below.

Section 1.3 Closing. Subject to and upon the terms and conditions of this Agreement, the closing of the purchase and sale of the Shares (the "Closing") shall take place at the offices of Scudder Law Firm, P.C., L.L.O., commencing at 9:00 a.m. local time on the date that is two (2) business days following the satisfaction or waiver of all conditions to the Closing set forth herein, or at such other date and time as the parties may mutually determine, but in no event later than April 19, 2008, without the prior written consent of CAH, subject to the provisions of Section 6.2. Subject to the provisions of Section 9.1, failure to consummate the purchase and sale of the Shares provided for in this Agreement on the date and time and at the place determined pursuant to this Section 1.3 will not result in the termination of this Agreement and will not relieve any Party of any obligation under this Agreement.

Section 1.4 Closing Deliveries.

(a) Documents to be Delivered by the Companies and the Shareholders. The Companies and the Shareholders, as the case may be, shall deliver the following documents to CAH at the Closing, each in form and substance reasonably satisfactory to CAH:

(i) A certificate of each Company, duly executed by an authorized officer of each Company and dated as of the Closing Date, (A) representing and warranting to CAH that each of the representations and warranties made by each Company and the Shareholders in this Agreement that is not qualified as to materiality was accurate in all material respects and that each of such representations and warranties that are qualified as to materiality was accurate in all respects, in each case as of the date of the delivery of the Shareholders Disclosure Schedule and as of the Closing Date as if made on such date (giving full effect, in the case of the Closing Date, to any supplements to the Shareholders Disclosure Schedule that were delivered to CAH prior to the Closing), and (B) certifying that each Company has performed or complied in all material respects with all of the covenants and obligations that each Company is required to perform or to comply with pursuant to this Agreement at or prior to the Closing.

(ii) A certificate of the Shareholders, duly executed by the Shareholder Representative and dated as of the Closing Date, (A) representing and warranting to CAH that each of the representations and warranties made by the Shareholders in this Agreement that is qualified as to materiality was accurate in all respects and that each of such representations and warranties that are not qualified as to materiality was accurate in all material respects in each case as of the date of the delivery of the Shareholders Disclosure Schedule and as of the Closing Date as if made on such date (giving full effect, in the case of the Closing Date, to any supplements to



INDEX

the Shareholders Disclosure Schedule that were delivered to CAH prior to the Closing), and (B) certifying that such Shareholders have performed or complied in all material respects with all of the covenants and obligations that such Shareholders is required to perform or to comply with pursuant to this Agreement at or prior to the Closing;

(iii) A certificate of the secretary or assistant secretary of each Company, certifying as to (i) a copy of the charter of the Company, certified by an appropriate authority of the jurisdiction of its incorporation and dated not earlier than thirty (30) days prior to the Closing, (ii) a copy of the code of regulations and by laws (if adopted) of each Company, (iii) a copy of the resolutions of the board of directors and shareholders of the Company, approving and authorizing the execution, delivery and performance of this Agreement and all other Transaction Documents and the consummation of the Contemplated Transactions, (iv) incumbency and signatures of the Company's officers who are authorized to execute and deliver this Agreement and any of the other Transaction Documents, (v) certificates of good standing and legal existence of the Company in each jurisdiction set forth on Part 2.1(a) of the Shareholders Disclosure Schedule, dated not earlier than thirty (30) days prior to the Closing, and (vi) the accuracy of the list of shareholders set forth on Part 2.3 of the Shareholders Disclosure Schedule;

(iv) Copies of all third party Consents that are required under Material Contracts (as defined in Section 2.20(a)) and Governmental Authorizations that each Company is required to obtain in order to effect the Contemplated Transactions;

(v) Certificates for each Company in form and substance reasonable acceptable to CAH conforming to the requirements of Treasury Regulations 1.14452(b).

(vi) Noncompetition agreements (the "Noncompetition Agreements"), executed by the Shareholders and those officers, directors, or other affiliates of the Companies or Shareholders listed on Part 1.4(a)(vi) of the Shareholders Disclosure Schedule, in a form to be mutually agreed upon by the parties prior to Closing;

(vii) General releases of claims arising prior to the Closing against the Companies (the "Shareholders Release"), executed by the Shareholders, in a form to be mutually agreed upon by the parties prior to Closing;

(viii) An opinion of Hermann Cahn & Schneider LLP, counsel to the Companies and the Shareholders (the "Seller Opinion"), in a form to be mutually agreed upon by the parties prior to Closing;

(ix) Stock certificates representing 100% of the outstanding capital stock of each Company, duly endorsed for transfer to CAH or accompanied by duly executed stock powers;

(x) Employment Agreements for Tom and Chris Goebel (the "Employment Agreements") in a form to be mutually agreed upon by the parties prior to Closing.

(xi) If elected by CAH pursuant to Section 5.5, a purchase arrangement covering substantially all of the Companies' vehicles (the "Asset Purchase Agreement") in a form to be mutually agreed to by the parties prior to Closing;

(xii) Executed leases for the Leased Real Property listed on Part 2.10(a) of the Shareholders Disclosure Schedules in a form mutually agreeable to the parties;

(xiii) Lien releases for the liens set forth in Part 1.4(a)(xiii) of the Shareholders Disclosure Schedule; and

(xiv) Such other documents as CAH may reasonably request in connection with the Contemplated Transactions.

(b) Documents to be Delivered by CAH. CAH shall deliver the following documents to the Shareholders at Closing, each in form and substance satisfactory to the Shareholders:

(i) A certificate of CAH, duly executed by an authorized officer of CAH and dated as of the Closing Date, (A) representing and warranting to the Shareholders that each of the representations and warranties made by CAH in this Agreement that is not qualified as to materiality was accurate in all material respects and that each of such representations and warranties that are qualified as to materiality was accurate in all respects in each case as of the date of this Agreement and as of the Closing Date as if made on such date, and (B) certifying that CAH has performed or complied in all material respects with all of the covenants and obligations that CAH is required to perform or to comply with pursuant to this Agreement at or prior to the Closing.

(ii) A certificate of the secretary or assistant secretary of CAH, certifying as to (i) a copy of the resolutions of the board of directors of CAH, approving and authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the consummation of the Contemplated Transactions (as defined in Section 2.5), and (ii) incumbency and signatures of each of the Company's officers who is authorized to execute and deliver this Agreement and such other Transaction Documents;

(iii) Copies of all third party Consents that are required under Material Contracts and Governmental Authorizations that CAH is required to obtain in order to effect the Contemplated Transactions;

(iv) The Noncompetition Agreements, executed by and on behalf of CAH;

(v) If elected by CAH pursuant to Section 7.7, the Asset Purchase Agreement, executed by the appropriate party;

(vi) An opinion of Scudder Law Firm, P.C., L.L.O., counsel to CAH, LP, Coach Am, and the Guarantors, in a form to be mutually agreed upon by the Parties prior to Closing; and

(vii) Such other documents as the Shareholders may reasonably request in connection with the Contemplated Transactions.

Section 1.5 Adjustments and Procedures.

(a) Definitions. The following terms shall have the meanings set forth below:

(i) "Adjusted Working Capital" means, as of a given date, an amount equal to the difference of (A) the following specified current assets of the Companies set forth on the applicable balance sheet of the Companies as of such date (current assets will consist of the following line item accounts specified for illustrative purposes on Schedules 1.5(a) and 1.5(b)): accounts receivable, advances, deposits and prepaid taxes), minus (B) the following specified current liabilities of the Companies set forth on the applicable balance sheet of the Companies as





of such date (current liabilities will consist of the following line item accounts specified for illustrative purposes on Schedules 1.5(a) and 1.5(b)): accounts payable, including outstanding checks, accrued expenses, including accrued bonus recognized ratably during the fiscal year, accrued wages, accrued payroll tax, accrued taxes, sales tax payable and accrued Ohio CAT taxes), in each case prepared in accordance accounting principles applied consistently with the Financial Statements (as defined in Section 2.8) other than bonus amounts will be recognized ratably during the fiscal year. For the avoidance of doubt, none of (i) cash and cash equivalents, (ii) prepaid expenses, (iii) Excluded Assets (as defined in Section 4.10), (iv) deferred revenue, (v) current portion of Debt, or (vi) Transaction Expenses (as defined in Section 11.6) (except for any Transaction Expenses that were not paid prior to Closing and are included in the Transaction Payments referenced in Section 1.5(b) below, which shall be treated as a current liability as specified in Section 1.5(b)), will be treated as a current asset or current liability for purposes of the definition or calculation of Adjusted Working Capital. For purposes of clarity, the Retention Bonus Deferral (as defined in Section 6.7) shall not be taken into account when determining Adjusted Working Capital.

(ii) "Benchmark Adjusted Working Capital" means negative $753,000.00.

(iii) "Closing Adjusted Working Capital" means an amount equal to the Adjusted Working Capital reflected on the Closing Balance Sheet plus any unrestricted and unencumbered cash on the Closing Balance Sheet in excess of the requirements set forth in Section 4.9.

(iv) "Working Capital Adjustment Amount" (which may be a positive or negative number) means an amount equal to the difference of (A) the Closing Adjusted Working Capital, minus (B) the Benchmark Adjusted Working Capital. For illustrative purposes only, a Closing Adjusted Working Capital of negative $700,000 would result in a positive Working Capital Adjustment Amount of $53,000.

(b) Closing Date Balance Sheet. Within forty-five (45) days after Closing, CAH shall prepare, or cause to be prepared, a combined balance sheet for the Companies as of 11:59 p.m. Central time on the night before the Closing Date (the "Closing Balance Sheet"), consistent with the methodology used by the Companies in the preparation of the Most Recent Balance Sheets included in the Historical Financial Statements (as defined in Section 2.8); provided, however, that the Closing Balance Sheet shall have recorded as current liabilities all previously unrecorded liabilities that were discovered prior to the Closing Balance Sheet becoming final and all Transaction Payments that have not previously been paid in full. CAH shall then determine the Working Capital Adjustment Amount based upon the Closing Balance Sheet and shall deliver the Closing Balance Sheet and its determination of the Working Capital Adjustment Amount (together with sufficient documentation and working papers to explain how such calculations were performed) to the Shareholder Representative within forty-five (45) days after the Closing Date.

(c) Notice of Objections. If, within thirty (30) days following delivery of the Closing Balance Sheet and CAH's determinations of the Working Capital Adjustment Amount, the Shareholder Representative has not given CAH written notice of its objection setting forth in reasonable detail the items on the Closing Balance Sheet that the Shareholders believe are not correct and the correct amount of such items ("Objection Notice"), then the Closing Balance Sheet and the Working Capital Adjustment Amount calculated by CAH shall be binding and conclusive on the Parties and shall be deemed finally determined for purposes of Section 1.5(c) below.

(d) Resolution of Objections. If the Shareholder Representative duly gives CAH such Objection Notice, and if the Shareholder Representative and CAH fail to resolve the items and



amounts set forth in such Objection Notice within thirty (30) days of CAH's receipt of the Objection Notice, the Shareholder Representative and CAH shall submit the items and amounts remaining in dispute (and only such items and amounts specifically identified) to the Cleveland office of Grant Thornton **[subject to confirmation of no relationship with Shareholders]** or such other independent accountants as the Shareholder Representative and CAH may mutually identify (the "Independent Accountants") for resolution. If items on the Objection Notice are submitted to the Independent Accountants for resolution:

(i) the Shareholders and CAH shall furnish, or cause to be furnished, to the Independent Accountants such work papers and other documents and information relating to the disputed items and amounts as the Independent Accountants may request and are available to that Party or its agents;

(ii) the Shareholder Representative and CAH shall each be afforded the opportunity to present to the Independent Accountants any material relating to the disputed items and amounts and to discuss the items and amounts with the Independent Accountants;

(iii) the Independent Accountants will review only those items set forth and objected to in the Objection Notice and resolve the dispute with respect to each such specific item and amount in accordance with this Agreement;

(iv) the fees and expenses of the Independent Accountants will be borne 50% by CAH, on the one hand, and 50% by the Shareholders, on the other hand;

(v) each of the parties to this Agreement agrees to use its commercially reasonable efforts to cooperate with the Independent Accountants and to cause the Independent Accountants to resolve any dispute within thirty (30) days; and

(vi) the determination by the Independent Accountants, as set forth in a written notice to be delivered to both the Shareholders and CAH shall be final, binding, and conclusive on the Parties and shall be used in the calculation of the Working Capital Adjustment Amount.

(e) Payment Procedures. As promptly as practicable and in any event within ten (10) business days following final determination of the Working Capital Adjustment Amount pursuant to Section 1.5(c) or 1.5(d) above:

(i) if the Purchase Price (as calculated pursuant to Section 1.2(a)) is greater than the Closing Amount paid to the Shareholders at the Closing (such excess, the "Shareholders Adjustment Amount"), then the Shareholders Adjustment Amount shall be paid to the Shareholders by CAH by wire transfer of immediately available funds; and

(ii) if the Purchase Price (as calculated pursuant to Section 1.2(a)) is less than the Closing Amount paid to the Shareholders at the Closing (such difference, the "CAH Adjustment Amount"), then the CAH Adjustment Amount shall be paid to CAH by the Shareholders by wire transfer of immediately available funds. The Shareholders' obligations to pay the CAH Adjustment Amount shall be joint and several; and

(iii) anything to the contrary notwithstanding, any undisputed amounts shall be paid promptly and shall not be deferred until final determination if an Objection Notice is delivered.



Section 1.6 Transfer Taxes. All transfer Taxes, if any, incurred in connection with the sale and transfer of the Shares under this Agreement will be borne and paid 50% by the Shareholders and 50% by CAH, and each party shall promptly reimburse the other for any such transfer Tax which they are required to pay under applicable Legal Requirements in excess of their respective share.

Section 1.7 Earnouts. As additional consideration for the Shares, Group Holdings shall make additional payments to the Shareholders (allocated consistently with the Closing Payment Schedule) with respect to the First Full Year (the "First Earnout Amount"), and the Second Full Year (the "Second Earnout Amount" and collectively with the First Earnout Amount, the "Earnout Amounts") subject to the terms and conditions set forth in this Agreement:

(a) Calculation of Yearly Earnouts. The Earnout Amounts shall be shall be calculated in the following manner:

(i) First Earnout Amount. The Shareholders shall be entitled, in accordance with Section 1.7(b), to an amount equal, if a positive number, to the product of (A) the Companies' First Full Year EBITDA minus Baseline EBITDA multiplied by (B) 2.5.

(ii) Second Earnout Amount. The Shareholders shall be entitled, in accordance with Section 1.7(b), to an amount equal, if a positive number, to the product of (A) the Companies' Second Full Year EBITDA minus the greater of the First Full Year EBITDA or the Baseline EBITDA, multiplied by (B) 2.5.

(b) Manner of Payment of Earnout Amounts. The Earnout Amounts shall be paid, in the form of one or more subordinated notes payable by Coach Am in the form attached hereto as Exhibit B. At the election of the holder to be exercised after determination of the Earn-out Amount (if any) pursuant to Section 1.7 and within ninety (90) days subsequent to the issuance of any subordinated notes in respect thereof, the subordinated notes may be contributed by the holders thereof to LP in exchange for that number of limited partnership interests (issued as Class A units and Class B units (or successor units), in the same proportion of such units as held by the non-management investors in LP on the date hereof) of LP which is equal to the quotient of the respective Earnout Amount and the initial per limited partnership interests contribution of ($1.00 per unit) on April 20, 2007, made by Fenway Partners Capital Fund III to LP for such limited partnership interests, at the end of the First Full Year or Second Full Year, as applicable. As a condition to such exchange and issuance of the limited partnership interests each recipient will have recognized receipt of the note and the accompanying gain for tax purposes at the mutually agreed fair market value of the note and will be required to execute an agreement to join the Amended and Restated Agreement of Limited Partnership of Group Holdings, dated as of April 20, 2007 (as such agreement may be amended, restated or otherwise modified through the date of issuance of such limited partnership interests) as an "Other Limited Partner" thereunder, the form and substance of which shall be reasonably satisfactory to Group Holdings' general partner, or, if such agreement shall be terminated or inapplicable in Group Holdings reasonable judgment, then a substitute form of agreement provided by Group Holdings containing commercially reasonable terms, including restrictions on the sale or transfer of such interests, market stand-off, and other customary provisions.

(c) Adjustments and Calculation of EBITDA. Within 120 days after the last Business Day of the respective First Full Year and Second Full Year, CAH shall prepare, or cause to be prepared, a statement of the Earnout Amount for the applicable period (the "Statement of Adjusted EBITDA") and shall deliver the Statement of Adjusted EBITDA to the Shareholder Representative. EBITDA shall be prepared in a form and manner and on a basis consistent with the form and manner of and basis on which the sample Statement of Adjusted EBITDA attached hereto as Schedule 1.7 was prepared (which, solely for illustrative purposes, assumes that the Statement of Adjusted EBITDA was calculated for the twelve month period December 31, 2007). For the avoidance of doubt, the calculation

of EBITDA for purposes of the Earnout Amount shall also be subject to the following procedures, understandings, and adjustments:

(i) Operating expenses of the Companies shall not include or reflect: (A) any overhead allocation from CAH, (B) any costs or expenses relating to the Contemplated Transactions (it being understood, for clarity, that lease payments on the real estate currently held by the LLCs are not related to the Contemplated Transactions and shall be considered operating expenses); (C) any costs or expenses relating to the Financing; (D) any increases or decreases in proportional costs or expenses as a percentage of revenue resulting from changing Lakefront's self-insured retention (it being understood that changes in the market pricing of premiums or frequency and severity of accidents will be included in operating expenses), (E) any reductions in expenses attributable to the Companies receiving any cost benefits by virtue of being acquired by CAH (including but not limited to volume purchasing savings and savings from allocation of functions to other companies within CAH's consolidated group), or (F) any lease payments arising from Lakefront's use of those assets that are the subject of the Asset Purchase Agreement (it being understood that lease payments shall not include any ancillary expenses such as maintenance, insurance, supplies, taxes, or any other expenses associated with the use of such assets, which shall all be considered operating expenses).

(ii) All revenue and expenses from new locations established through organic growth by the Companies and reporting to the Companies shall be included in the revenue and expenses of the Companies.

(iii) No revenue or expenses from any acquired entity or assets associated with an acquired business (including purchase accounting adjustments) shall be included in the revenue or expenses of the Companies.

(iv) The continued employment by CAH or any of the Companies of either Tom or Chris Goebel shall not be a condition precedent to the payment of the Earnout Amounts.

(v) CAH covenants and agrees that it shall not cause the Companies to accelerate (or defer) any sales, or defer (or accelerate) any expenses, in a manner that would increase (or reduce) Adjusted EBITDA, except to the extent that any such deferral or acceleration is done in good faith for a legitimate business purpose and not with the intent of affecting any Earnout Amount.

(vi) Notwithstanding any provision of this Agreement to the contrary, the Shareholders make no representations or warranties concerning any future or projected earnings, profitability or prospects of any of the Companies.

(d) Timing; Earnout Objection Procedures.

(i) Notice of Objections. If, within thirty (30) days following delivery of the Earnout Statement, the Shareholder Representative shall have not given CAH written notice of its objection (the "Earnout Objection Notice") as to such calculations and determinations, then the Earnout Amount calculated in the Earnout Statement shall be binding and conclusive on the Parties and shall be deemed finally determined and CAH shall cause the Earnout Amount to be paid, in accordance with Section 1.7(d), within forty (40) days following delivery of the Earnout Statement.

(ii) Resolution of Objections. If the Shareholder Representative duly gives CAH such Earnout Objection Notice, and if the Shareholder Representative and CAH fail to



resolve the issues set forth in such Earnout Objection Notice within thirty (30) days of CAH's receipt of the Objection Notice, either the Shareholder Representative or CAH shall be entitled to submit the issues remaining in dispute to Independent Accountants for resolution. If issues are submitted to the Independent Accountants for resolution:

(A) the Shareholder Representative and CAH shall furnish, or cause to be furnished, to the Independent Accountants such work papers and other documents and information relating to the disputed issues as the Independent Accountants may request and are available to that Party or its agents;

(B) the Shareholder Representative and CAH shall each be afforded the opportunity to present to the Independent Accountants any material relating to the disputed issues and to discuss the issues with the Independent Accountants;

(C) the determination by the Independent Accountants, as set forth in a written notice to be delivered to both the Shareholder Representative and CAH within thirty (30) days of the submission to the Independent Accountants of the issues remaining in dispute, shall be final, binding, and conclusive on the Parties and shall be used in the calculation of the Earnout Amount; and CAH shall cause the Acquired Companies to pay the Earnout Amount within twenty (20) days following such determination; and

(D) the Shareholders, on the one hand, and CAH, on the other, shall each bear fifty percent (50%) of the fees and costs of the Independent Accountants for such determination.

(e) Restrictions on Corporate Events; Notice of Earnout to Potential Future Third-Party Purchasers. Prior to the end of the Second Full Year, Coach Am will not cause or permit (i) either of the Companies to be liquidated or sold, (ii) either of the Companies to be merged or consolidated with or into another entity, or (iii) either of the Companies to sell all or substantially all of its assets in a sale of the business (and not a financing transaction or disposal of assets in the ordinary course of business), unless either (x) in any such case involving either another member or members of the Coach Am consolidated group or an independent third party, the Earnout Amounts are first equitably adjusted through good faith negotiation and mutual agreement of Coach Am and the Shareholders' Representative, or (y) in any such case involving an independent third party, Coach Am shall have given notice of the potential Earnout Amounts to such potential third-party purchaser and any such purchaser shall have assumed the obligations set forth in this Section 1.7. Any dispute under clause (x) of the preceding sentence that cannot be resolved by Coach Am and the Shareholders' Representative shall be resolved by the Independent Accountants pursuant to the procedures set forth in Section 1.7(d). For clarity, neither a sale-leaseback of the Lakefront or Hopkins rolling stock assets, nor the transfer of the Coaches (as defined in Section 6.8) to another member of the Coach Am consolidated group, shall be implicated by this Section 1.7(e).

## ARTICLE II
## REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Except as set forth in the Shareholders Disclosure Schedule, together with any subsequent Supplement thereto, the Shareholders hereby represent and warrant to CAH as of the date hereof and as of the Closing:



Section 2.1 Organization and Good Standing. Each of the Companies is duly organized, validly existing, and in good standing under the laws of its state of incorporation, with all requisite power and authority to carry on the business in which it is engaged, own the properties it owns, and execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party. To the Companies' Knowledge, the Companies are duly qualified or registered to do business and are in good standing as a foreign corporation in each jurisdiction in which the character of the properties owned, operated, or leased by such Company, or the nature of its activities, is such that qualification or registration by such Company as a foreign corporation in such jurisdiction is required by applicable Legal Requirements, except where failure to be so registered would not have a Materially Adverse Effect. Part 2.1(a) of the Shareholders Disclosure Schedule contains a list of all jurisdictions in which such Company is so qualified or registered or, to the Companies' Knowledge, each is required to be so qualified or registered. The Shareholders have delivered to CAH copies of the Organizational Documents of each Company as currently in effect.

Section 2.2 Authorization and Validity. The execution, delivery, and performance of this Agreement and the other Transaction Documents by each Company and the Shareholders, and the consummation of the Contemplated Transactions, have been duly authorized, and no other proceedings or as approvals are necessary to authorize the execution, delivery, and performance of this Agreement or consummation of the Contemplated Transactions by the Companies or the Shareholders. This Agreement and each of the other Transaction Documents has been duly and validly executed and delivered by the Companies and the Shareholders (as appropriate) and constitutes, as of the Closing, legal, valid, and binding obligations of the Companies and the Shareholders, enforceable against each of them in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 2.3 Capitalization.

(a) Part 2.3 of the Shareholders Disclosure Schedule contains (a) a true and complete description of the number of authorized, issued, and outstanding shares of capital stock and other securities or equity interests of each Company, and (b) a true and complete list of all holders of capital stock and other securities or equity interests of each Company. The Shares constitute all of the issued and outstanding shares of capital stock of each Company, have been duly authorized and validly issued, and are fully paid and nonassessable. Except for this Agreement and the other Transaction Documents, there are no outstanding warrants, options, Contracts, subscriptions, convertible or exchangeable securities, or other commitments pursuant to which either Company is or may become obligated to issue any shares of capital stock of either Company or any other securities convertible, exchangeable, or exercisable for any such shares of capital stock, and no equity securities of either Company are reserved for issuance for any purpose. None of the Shares was issued in violation of the Securities Act or any other Legal Requirement.

(b) The Shareholders own all of the Shares to be transferred hereunder (as set forth on Part 2.3 of the Shareholders Disclosure Schedule), free and clear of all Liens or other restrictions. The Shareholders are not a party to, and there are no, Contracts relating to the voting, purchase, or sale of the Shares, other than this Agreement and the other Transaction Documents. Upon delivery to CAH at the Closing of certificates representing the Shares duly endorsed for transfer to CAH, and receipt by the Shareholders of the consideration therefor, CAH will acquire the Shares free and clear of any Liens and restrictions.



Section 2.4 Subsidiaries. The Companies do not have any subsidiaries and do not, directly or indirectly, beneficially own, and are not party to or bound by any Contract to acquire, any capital stock of, or any other security, equity, ownership interest, debt investment or similar interest in, any other Person.

Section 2.5 No Violation. Except as set forth in Part 2.5 of the Shareholders Disclosure Schedule, neither the execution and performance of this Agreement and the other Transaction Documents, nor the consummation or performance of all of the transactions contemplated hereby or thereby (collectively, the "Contemplated Transactions") will, directly or indirectly (with or without notice or lapse of time or both): (a) contravene, conflict with, or result in a violation of (i) any provision of the Organizational Documents of either Company or the Shareholders, or (ii) any resolution adopted by the board of directors or Shareholders of either Company or the Shareholders; (b) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Legal Requirement or any Order to which either Company or any Shareholders may be subject; (c) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization that is held by either Company or that otherwise relates to the business and operations of either Company; (d) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Material Contract other than for which a Consent permanently and irrevocably waiving such violation, breach, default or other right or remedy that is identified on Part 2.7 has been obtained prior to Closing; (e) result in the imposition or creation of any material Lien upon or with respect to any of the assets owned by either Company or used in the business and operations of either Company.

Section 2.6 Finder's Fee. Except for any agreements between the Shareholders and any Persons listed on Part 2.6 of the Shareholders Disclosure Schedule, a complete and accurate copy of each of which is set forth in such Part 2.6 of the Shareholders Disclosure Schedule, neither the Companies nor the Shareholders have incurred any obligation, contingent or otherwise, for any finder's, broker's or agent's fee in connection with the Contemplated Transactions.

Section 2.7 Consents. Except for the approval of the STB and otherwise as set forth in Part 2.7 of the Shareholders Disclosure Schedule, no Consent of, or filing with, any Person, including, without limitation, under any Material Contract or Governmental Authorization or from any Governmental Body, is required to authorize, or is required in connection with, the execution, delivery, and performance of this Agreement or the other Transaction Documents or the consummation of any of the Contemplated Transactions.

Section 2.8 Financial Statements. Part 2.8 of the Shareholders Disclosure Schedule contains balance sheets of the Companies as at the three most recent fiscal year ends and the related statements of income, cash flows and retained earnings for each of the fiscal years then ended reviewed by the Companies' accounting firm (the "Historical Financial Statements"). Part 2.8 of the Shareholders Disclosure Schedule also contains (a) the balance sheets of the Companies as at December 31, 2007 and February 29, 2008, and the corresponding prior year periods (the "Most Recent Balance Sheets" and each such date being a "Balance Sheet Date"), and (b) the related statements of income for the periods then ended, and the corresponding prior year periods, (together with the Most Recent Balance Sheets, the "Interim Financial Statements"). The Historical Financial Statements and the Interim Financial Statements (collectively, the "Financial Statements"): (a) have been prepared from and are in accordance with the books and records of the Companies; (b) are complete and correct in all material respects and fairly present in all material respects the financial condition and the results of operations and changes in Shareholders' equity, and at the respective dates of and for the periods referred to in such Financial Statements, and (c) in respect to the Interim Financial Statements, have been prepared in accordance with

accounting principles applied consistently with the Historical Financial Statements, subject to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes (which, if presented, would not provide information materially different than the information set forth on such Interim Financial Statements).

Section 2.9 Books and Records; Internal Controls.

(a) The books of account, minute books, corporate record books, and other records of the Companies have been made available to CAH to the extent that they exist. To the Companies' Knowledge, the Companies' records are accurate in all material respects, and no material meeting or material action of the board of directors and committee of the board of directors or shareholder has been held or taken that is not reflected in such records.

(b) To the Companies' Knowledge, the Companies maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Section 2.10 Properties; Encumbrances.

(a) Part 2.10(a) of the Shareholders Disclosure Schedule contains a complete and accurate list of all real property owned by the Companies as of the date of Closing (the "Owned Real Property"), all leases ("Real Property Leases") of real property by the Companies (the "Leased Real Property" and, together with the Owned Real Property, the "Real Property"), or other interests therein owned by the Companies or used in the business and operations of the Companies.

(b) Except as set forth on Part 2.10(b) of the Shareholders Disclosure Schedule, the Companies own with good and marketable title, or have valid and binding leaseholds in, all of their respective properties and assets (whether real, personal, or mixed and whether tangible or intangible) that it purports to own or lease, including but not limited to all of the properties and assets reflected in the Interim Financial Statements (except for properties and assets sold since the date of the Most Recent Balance Sheets in the Ordinary Course of Business and consistent with past practice). All of the owned properties and assets are free and clear of all Liens other than Permitted Liens and are not, in the case of Real Property, subject to any rights of way, building use restrictions, exceptions, variances, reservations, or limitations of any nature, except, with respect to all such properties and assets, (i) mortgages or security interests shown in the Interim Financial Statements as securing specified liabilities or obligations, with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, (ii) mortgages or security interests incurred in connection with the purchase of property or assets after the date of the Most Recent Balance Sheets (such mortgages and security interests being limited to the property or assets so acquired), with respect to which no default (or event that, with notice or lapse of time or both, would constitute a default) exists, and (iii) with respect to Real Property, (A) minor imperfections of title, if any, none of which is substantial in amount, materially detracts from the value or materially impairs the present use of the property subject thereto, or materially impairs the business or operations of either Company, and (B) other land use restrictions that do not materially impair the present use of the property subject thereto.

(c) Intentionally omitted.



(d) The Companies enjoy peaceful and undisturbed possession of the Real Property sufficient for the current operations and use of such Real Property by the Companies.

(e) Regarding all Contracts, Real Property Leases, and other instruments that evidence, secure, or otherwise relate to the Real Property (collectively, the "Real Property Documents"), (i) to the Companies' Knowledge, there is no material default thereunder by any of the other parties thereto, nor has any event occurred which, with the passage of time or notice, or both, would constitute a material default thereunder or a violation of the terms (or permit the termination) thereof; and (ii) none of the Contemplated Transactions will constitute or create a default, event of default, or right of termination thereunder.

(f) Except as set forth in Part 2.10(f) of the Shareholder Disclosure Schedule, the Companies have not leased or sublet, and no other Person is in possession of, or has the right of use or occupancy of any portion of, any of the Real Property, and no part of any of the Real Property has been condemned, requisitioned, or otherwise taken by any Governmental Body and, to the Companies' Knowledge, no such condemnation, requisition, or taking is threatened or contemplated.

(g) Since January 1, 2006, no written notice of any material increase in the assessed valuation of the Real Property, and no written notice of any material contemplated special assessment, has been received by the Companies or the Shareholders, and, to the Companies' Knowledge, there is no threatened special assessment pertaining to any of the Real Property.

(h) The buildings, structures, equipment, inventories (including fuel and parts), and other assets owned or leased by the Companies include all of the fixed assets used in the business and operations of the Companies (setting aside the Excluded Assets) and are, to the Companies' Knowledge, sufficient (in quality and quantity) for the continued conduct of the business and operations of the Companies after the Closing in substantially the same manner as conducted prior to the Closing.

Section 2.11 Officers and Directors; Powers of Attorney. Part 2.11 of the Shareholders Disclosure Schedule sets forth a list of all officers and directors of the Companies, and all Persons having power of attorney, authority as agent, or other authority to act on behalf of the Companies or on behalf of any officer or director of the Companies (in their capacity as an officer or director).

Section 2.12 Accounts Receivable. All accounts receivable of the Companies that are reflected in the Interim Financial Statements or on the accounting records of the Companies as of the Closing Date (collectively, the "Accounts Receivable") arose from sales actually made or services actually performed by the Companies in the Ordinary Course of Business. To the Companies' Knowledge, there is no contest, claim, or right of set-off, other than returns in the Ordinary Course of Business, relating to the amount or validity of such Account Receivable except as reflected by the reserves shown on the Most Recent Balance Sheets or as otherwise set forth on Part 2.12 of the Shareholders Disclosure Schedule.

Section 2.13 No Undisclosed Liabilities. Except as set forth in Part 2.13 of the Shareholders Disclosure Schedule, the Companies have no material Liabilities except for (a) Liabilities reflected or reserved against in the Most Recent Balance Sheets or expressly arising under Contracts disclosed in the Shareholders Disclosure Schedule, (b) Liabilities incurred after the date of the Most Recent Balance Sheets in the Ordinary Course of Business which do not, individually or in the aggregate, constitute or would constitute a violation or breach of any condition, covenants, or representation in any Contract (including this Agreement), the commission of any tort, or the violation of any Legal Requirement, and (c) Liabilities incurred pursuant to this Agreement and the Contemplated Transactions.



Section 2.14 Taxes.

(a) Tax Returns Filed and Taxes Paid. Except as set forth in Part 2.14(a) of the Shareholders Disclosure Schedule, the Companies have filed or caused to be filed on a timely basis all tax returns and all reports with respect to Taxes (the "Tax Returns") that are or were required to be filed by the Companies. Except as set forth in Part 2.14(a) of the Shareholders Disclosure Schedule, all Tax Returns filed by the Companies are true, correct and complete in all material respects. Except as set forth in Part 2.14(a) of the Shareholders Disclosure Schedule, the Companies have paid, or made provision for the payment of, all Taxes that have or may have become due for all periods covered by the Tax Returns or otherwise, or pursuant to any assessment received by the Companies, except such Taxes, if any, identified in Part 2.14(a) of the Shareholders Disclosure Schedule as being contested in good faith and as to which adequate reserves have been provided in the Interim Financial Statements. Except as provided in Part 2.14(a) of the Shareholders Disclosure Schedule, the Companies currently are not the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made and to the Companies' Knowledge, no claim is expected to be made nor is there a reasonable basis upon which such a claim might be made, by any Governmental Body in a jurisdiction where the Companies do not file Tax Returns, that either Company are or may be subject to taxation by that jurisdiction. Except as set forth in Part 2.14(a) of the Shareholders Disclosure Schedule, there are no Liens on any of the assets owned by either Company or used in the business and operations of either Company that arose in connection with any failure (or alleged failure) to pay any Tax (other than Taxes not yet due and payable).

(b) Delivery of Tax Returns and Information Regarding Audits and Potential Audits. The Companies and the Shareholders have delivered to CAH copies of, and Part 2.14(b) of the Shareholders Disclosure Schedule contains a complete and accurate list of, all federal and state income Tax Returns filed since January 1, 2004 for Hopkins and April 1, 2003 for Lakefront. Part 2.14(b) of the Shareholders Disclosure Schedule contains a complete and accurate list of all Tax Returns of the Companies that have been audited or are currently under audit and accurately describes any deficiencies or other amounts that were paid or are currently being contested. To the Companies' Knowledge, no undisclosed deficiencies are expected to be asserted with respect to any such audit. All deficiencies proposed as a result of such audits have been paid, reserved against, settled or are being contested in good faith by appropriate proceedings as described in Part 2.14(b) of the Shareholders Disclosure Schedule. The Shareholders have delivered to CAH copies of any examination reports, statements or deficiencies, or similar items with respect to such audits. Except as provided in Part 2.14(b) of the Shareholders Disclosure Schedule, neither the Companies nor the Shareholders have received written notice from any Governmental Body alleging any amount of Taxes due or otherwise contesting or investigating any Taxes or Tax Returns that may be due from the Companies, and the Shareholders have no Knowledge that any Governmental Body is likely to assess any additional Taxes for any period for which Tax Returns have been filed. Except as described in Part 2.14(b) of the Shareholders Disclosure Schedule, the Companies have not given or been requested to give waivers or extensions (or is or would be subject to a waiver or extension given by any other Person) of any statute of limitations relating to the payment of Taxes of the Companies or for which the Companies may be liable.

(c) Specific Potential Tax Liabilities and Tax Situations. Except as set forth in Part 2.14(c) of the Shareholders Disclosure Schedule:

(i) All material Taxes that the Companies are or were required by Legal Requirements to withhold, deduct, or collect have been duly withheld, deducted, and collected and, to the extent required, have been paid to the proper Governmental Body or other Person;

(ii) There is no tax sharing agreement, tax allocation agreement, tax indemnity obligation, or similar written agreement, arrangement, understanding, or practice with



respect to Taxes (including any advance pricing agreement, closing agreement, or other arrangement relating to Taxes) that will require any payment by the Companies;

(iii) The Companies (A) have not been a member of an affiliated group within the meaning of Code § 1504(a) (or any similar group defined under a similar provision of any state, local, or foreign Legal Requirement) and (B) have no Liability for Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of any state, local, or foreign Legal Requirement), as a transferee or successor by Contract or otherwise; and

(iv) To the Companies' Knowledge, the Companies have disclosed on their respective federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income tax within the meaning of Code § 6662.

(v) To the Companies' Knowledge, Hopkins (a) has qualified as an S corporation within the meaning of Code § 1361(a)(1) (and any corresponding or similar provision of state, local, or foreign income tax law) since January 1, 1996, (b) does not have any "built in gain" under Code § 1374, and (c) has not experienced any events that could have terminated Hopkins's status as an S corporation.

Section 2.15 No Materially Adverse Change. Since December 31, 2007, there has not been any Materially Adverse Change and no event has occurred or circumstance exists that reasonably would be expected to result in a Materially Adverse Change.

Section 2.16 Employee Benefits.

(a) Part 2.16(a) of the Shareholders Disclosure Schedule sets forth a list of all Plans, Pension Plans, deferred compensation, stock or stock option plans or arrangements, severance, change-in-control, and other Benefit Arrangements (i) of which the Companies or an ERISA Affiliate of the Companies are or were a Plan Sponsor at any time since January 1, 2005, (ii) under which any employee or former employee of either Company have any present or future right to benefits, (iii) under which the Companies or an ERISA Affiliate of the Companies have or may have any Liability for present or future payment of benefits, (iv) in which the Companies or an ERISA Affiliate of the Companies contributes or have contributed at any time since January 1, 2005, or (v) in which the Companies or an ERISA Affiliate of the Companies otherwise participate or have participated at any time since January 1, 2005, (collectively, the "Benefit Plans").

(b) Part 2.16(b) of the Shareholders Disclosure Schedule (i) sets forth a list of all ERISA Affiliates of the Companies, and (ii) identifies each of the Benefit Plans (A) of which any such ERISA Affiliate is or was a Plan Sponsor at any time since January 1, 2005, (B) under which any such ERISA Affiliate has or may have any Liability for present or future payment of benefits, (C) in which any such ERISA Affiliate contributes or has contributed at any time since January 1, 2005, or (D) in which any such ERISA Affiliate otherwise participates or has participated at any time since January 1, 2005.

(c) As applicable with respect to each Benefit Plan, the Companies have delivered to CAH copies of (i) each current Benefit Plan document, including any amendments, (ii) any summary plan description provided under a Benefit Plan, (iii) the most recent IRS determination letter, if any, and (iv) all other documents that set forth the material terms of any of the Benefit Plans.

(d) Except as set forth in Part 2.16(d) of the Shareholders Disclosure Schedule:

(i) Each Benefit Plan has been maintained, operated, and administered in material compliance with its terms and the applicable provisions of ERISA, the Code, and other Legal Requirements.

(ii) With respect to any Benefit Plan, no Proceedings or claims (other than routine claims for benefits in the Ordinary Course of Business) or investigations by any Governmental Body are pending or, to the Companies' Knowledge, threatened.

(iii) The execution, delivery, and performance by the Companies of this Agreement and the Contemplated Transactions will not constitute an event under any Benefit Plan that will result in any payment (whether as severance pay or otherwise), acceleration, vesting, or increase in benefits with respect to any employee of the Companies.

(iv) Since the earliest Balance Sheet Date, there has been no establishment or amendment of any Benefit Plan other than as required by applicable Legal Requirements or in the Ordinary Course of Business.

(v) The Companies have received no written notice of any future material increase in premium costs of Benefit Plans that are insured or of any future material increase in benefit costs of such Benefit Plans.

(vi) No Benefit Plan is a Title IV Plan.

(vii) Neither the Companies nor any ERISA Affiliate of the Companies have filed a notice of intent to terminate any Benefit Plan or have adopted any amendment or taken any other action to terminate a Benefit Plan or to treat a Benefit Plan as terminated.

(viii) To the Companies' Knowledge, there are no facts or circumstances that may give rise to any liability of any Shareholders, the Companies, or CAH to the PBGC under Title IV of ERISA.

(ix) Neither the Companies nor any ERISA Affiliate of the Companies have ever established, maintained, or contributed to or otherwise participated in, or had any obligation to maintain, contribute to, or otherwise participate in, any Multi-Employer Plan.

(x) Except to the extent required under ERISA § 601 et. seq. and Code § 4980B or as otherwise required in this Agreement, the Companies do not provide health or welfare benefits to any retired or former employee and are not obligated to provide health or welfare benefits to any active employee following such employee's retirement or other termination of service.

(xi) No payment that is owed or may become due to any director, officer, employee, or agent of the Companies will be non-deductible to the Companies or subject to Tax under Code § 280G or § 4999, nor will the Companies be required to "gross up" or otherwise compensate any such Person because of the imposition of any excise Tax on a payment to such Person.

(xii) With respect to any Benefit Plan, neither the Companies nor any ERISA Affiliate have since January 1, 2005, incurred or reasonably expects to incur (A) any withdrawal liabilities as defined in ERISA § 4201 or any actual or contingent liability under ERISA § 4204 (collectively, "Withdrawal Liability") and no event has occurred which could result in Withdrawal Liabilities. Neither CAH nor its Affiliates (including the Companies) will have any Withdrawal



Liability, with respect to any Benefit Plan, as a result of the execution, delivery, and performance by CAH, the Companies, and the Shareholders of this Agreement and the Contemplated Transactions.

(xiii) Each Benefit Plan that is a nonqualified deferred compensation plan subject to Section 409A of the Code has, since January 1, 2005, been in written operational compliance with such Section 409A.

(xiv) Each Benefit Plan is fully funded and no payments, matching or otherwise, whether or not discretionary, are due or will become due from the Companies until following the end of the current plan year, which ends December 31, 2008.

Section 2.17 Compliance with Legal Requirements; Governmental Authorizations.

(a) Since January 1, 2005, except as set forth in Part 2.17(a) of the Shareholders Disclosure Schedule:

(i) The Companies are in compliance in all material respects with each Legal Requirement that is or was applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets;

(ii) To the Companies' Knowledge, no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a material violation by the Companies of, or a material failure on the part of the Companies to comply with, any Legal Requirement, or (B) may give rise to any material obligation on the part of the Companies to undertake, or to bear all or any portion of the cost of, any material remedial action of any nature; and

(iii) The Companies have not received any written notice from any Governmental Body regarding (A) any actual, alleged, possible, or potential material violation of, or material failure to comply with, any Legal Requirement, or (B) any actual, alleged, possible, or potential obligation on the part of the Companies to undertake, or to bear all or any portion of the material cost of, any material remedial action of any nature.

(b) Part 2.17(b) of the Shareholders Disclosure Schedule contains a complete and accurate list of each Governmental Authorization that is held by the Companies or that otherwise relates to the business and operations of the Companies or to any of the assets owned or used by the Companies. Each Governmental Authorization listed on Part 2.17(b) of the Shareholders Disclosure Schedule is valid and in full force and effect. Except as set forth in Part 2.17(b) of the Shareholders Disclosure Schedule:

(i) The Companies are in compliance in all material respects with all of the terms and requirements of each Governmental Authorization identified on Part 2.17(b) of the Shareholders Disclosure Schedule;

(ii) To the Companies' Knowledge, no event has occurred or circumstance exists that may (with or without notice or lapse of time, or both) (A) constitute or result directly or indirectly in a material violation of, or a failure to comply in all material respects with, any term or requirement of any Governmental Authorization identified on Part 2.17(b) of the Shareholders Disclosure Schedule, or (B) result directly or indirectly in the revocation, withdrawal, suspension, cancellation, or termination of, or any modification to, any Governmental Authorization identified on Part 2.17(b) of the Shareholders Disclosure Schedule;



(iii) The Companies have not received any written notice from any Governmental Body or any other Person regarding (A) any actual, alleged, possible, or potential violation of or failure to comply with any term or requirement of any material Governmental Authorization, or (B) any actual, proposed, possible, or potential revocation, withdrawal, suspension, cancellation, termination of, or modification to any material Governmental Authorization; and

(iv) To the Companies' Knowledge, all applications required to have been filed for the renewal of the Governmental Authorizations listed on Part 2.17(b) of the Shareholders Disclosure Schedule have been duly filed on a timely basis with the appropriate Governmental Bodies, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Bodies.

(c) The Governmental Authorizations listed in Part 2.17(b) of the Shareholders Disclosure Schedule collectively constitute, to the Company's Knowledge, all of the Governmental Authorizations necessary to permit the Companies to lawfully conduct and operate their respective business and operations in the manner currently conducted and operated, and to permit the Companies to own and use their respective assets in the manner in which it currently owns and uses such assets.

Section 2.18 Legal Proceedings; Orders.

(a) Except as set forth in Part 2.18(a) of the Shareholders Disclosure Schedule, there is no Proceeding that has been commenced by or against the Companies or the Shareholders or that otherwise relates to or may affect the business and operations of the Companies or any of the assets owned or used by the Companies, and for which written notice has been received by the Companies, except for routine claims incurred in the Ordinary Course of Business related to personal injury and property damage. Except as set forth in Part 2.18(a) of the Shareholders Disclosure Schedule, there is no Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions.

(b) The Proceedings listed or required to be listed in Part 2.18(a) of the Shareholders Disclosure Schedule would not reasonably be expected, individually or in the aggregate, and to the Companies' Knowledge, have a Materially Adverse Effect. To the Companies' Knowledge, no Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the Contemplated Transactions has been threatened, and to the Companies' Knowledge, no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding.

(c) Except as set forth in Part 2.18(c) of the Shareholders Disclosure Schedule, there is no material Order to which the Companies, or any of the assets owned or used in the business and operations of the Companies, is subject.

(d) Except as set forth in Part 2.18(d) of the Shareholders Disclosure Schedule:

(i) to the Companies' Knowledge, the Companies are in material compliance with all of the terms and requirements of each material Order to which it, or any of the assets owned or used by it, is or has been subject;

(ii) to the Companies' Knowledge, no event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of time) a material violation of or material failure to comply with any term or requirement of any material Order to which the



Companies, or any of the assets owned or used in the business and operations of the Companies, are subject; and

(iii) the Companies have not received any written notice from any Governmental Body or any other Person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any term or requirement of any Order to which the Companies, or any of the assets owned or used in the business and operations of the Companies, are subject.

Section 2.19 Absence of Certain Changes and Events. Except as contemplated hereby or as set forth in Part 2.19 of the Shareholders Disclosure Schedule, since December 31, 2007 there has not been any of the following occurrences:

(a) purchase, redemption, retirement, or other acquisition by the Companies of any equity securities, or declaration or payment of any dividend or other distribution or payment in respect of its equity securities, other than the Pre-Closing Cash Payment, actions effectuating the removal of the Excluded Assets from the Companies and actions in the Ordinary Course of Business;

(b) amendment to the Organizational Documents of the Companies;

(c) merger, consolidation with, or acquisition of the business of any other corporation or business organization, or acquisition of any material property or assets of any other Person;

(d) increase by the Companies of any bonuses, salaries, or other compensation to any officer, director, or employee that constitutes a material increase in such Person's bonus, salary or compensation, or entry into any employment, severance, or similar Contract with any officer, director, or employee other than in the Ordinary Course of Business;

(e) adoption of, or increase in the payments to or benefits under, any Benefit Plan for or with any employees of the Companies other than as required by applicable Legal Requirements or in the Ordinary Course of Business;

(f) incurrence of any additional indebtedness for borrowed money other than in the Ordinary Course of Business or, issuance of any debt securities, or assumption, guarantee, or endorsement of the obligations of any Person;

(g) discharge or satisfaction of any Liens or payment of any material Liabilities (whether individually or in the aggregate) other than in the Ordinary Course of Business;

(h) failure to pay or discharge any material Liability when due;

(i) reduction or cancellation of any amounts owed to the Companies, or settlement of any claims or Proceedings against the Companies, other than in the Ordinary Course of Business;

(j) damage to or destruction or loss of any asset or property of the Companies, whether or not covered by insurance, which, individually or in the aggregate reasonably would be expected to exceed $100,000 or may otherwise have a Materially Adverse Effect;

(k) entry into, termination of, or receipt of written notice of termination of (i) any license, distributorship, dealer, sales representative, joint venture, credit, or similar agreement, or (ii) any Contract or transaction involving a total remaining commitment by or to the Companies of at least $100,000, other than in the Ordinary Course of Business;

(l) sale, lease, or other disposition of any asset or property of the Companies or mortgage, pledge, or imposition of any other Lien on any asset or property of the Companies, except in the Ordinary Course of Business;

(m) To the Companies' Knowledge, labor unrest or union organizing activity;

(n) Contract, transaction, or arrangement with any Shareholders, officer, director, or Affiliate of the Companies, or any Affiliate or Related Person of any of the foregoing;

(o) material change in the accounting methods used by the Companies; or

(p) To the Companies' Knowledge, any agreement by the Companies to do any of the foregoing.

Section 2.20 Contracts; No Defaults.

(a) Part 2.20(a) of the Shareholders Disclosure Schedule contains a complete list of all Material Contracts. For purposes of this Agreement, "Material Contract" means all Contracts that are material to the business and operations of the Companies, including but not limited to all of the following types of Contracts to which the Companies are party or by which the Companies or any of their respective properties are bound:

(i) Contracts that involve payments by or to, or the provision of services by or to, or the delivery of assets by or to, or the incurrence of any liability or obligation by, the Companies, in an amount that exceeds or reasonably would be expected to exceed, $100,000 annually or $500,000 in the aggregate;

(ii) Contracts that involve performance of services by the Companies of an amount or value in excess of $100,000 annually or $500,000 in the aggregate and are not terminable on less than sixty (60) days notice;

(iii) Contracts that require the approval of the STB or any other Governmental Body;

(iv) [INTENTIONALLY BLANK];

(v) Real Property Leases or other Real Property Documents;

(vi) mortgages, indentures, loan or credit agreements, guaranties, security agreements, and other agreements and instruments relating to the borrowing of money or extension of credit;

(vii) leases for machinery, equipment, motor vehicles, furniture, office equipment, or other personal property, having aggregate remaining lease payments in excess of $100,000;

(viii) Contracts with any of the Companies' customers, which generated annual revenues of over $100,000 based on the Companies' combined 2007 revenues;

(ix) licensing agreements or other Contracts with respect to patents, trademarks, copyrights, or other intellectual property, including agreements with current or



former employees, consultants, or contractors regarding the appropriation or the non-disclosure of any intellectual property assets;

(x) collective bargaining agreements or other Contracts to or with any labor union or other employee representative of a group of employees;

(xi) joint venture, partnership, or other Contracts (however named) involving a sharing of profits, losses, costs, or liabilities by the Companies with any other Person;

(xii) Contracts containing covenants that in any way purport to restrict the business activity of the Companies or any of its key employees or limit the freedom of the Companies or any of its key employees to engage in any line of business or geographic area, or to compete with any Person;

(xiii) Contracts providing for payments to or by any Person based on sales, purchases, or profits, other than direct payments for goods or services;

(xiv) Applicable Equipment Documents (as defined in Section 2.26(b));

(xv) guaranties, performance, bid or completion bonds, custom bonds, surety or appeal bonds, return of money bonds, letters of credit, or indemnification agreements involving at least $100,000;

(xvi) Contracts where the consequences of a breach or default thereunder, or the termination, expiration, or cancellation thereof, would reasonably be expected to have a Materially Adverse Effect;

(xvii) Contracts with employees, officers, directors, or Affiliates;

(xviii) Contracts that contain an undertaking by the Companies to be responsible for consequential damages;

(xix) any written warranty or other similar undertaking that establishes a particular level of contractual performance extended by the Companies;

(xx) any Contract between the Companies and one or more Related Person(s);

(xxi) any amendment, supplement, and modification (whether oral or written) in respect of any of the foregoing.

(b) To the Companies' Knowledge, except as set forth in Part 2.20(b) of the Shareholders Disclosure Schedule, each Material Contract identified or required to be identified in Part 2.20(a) of the Shareholders Disclosure Schedule is in full force and effect and is valid and enforceable in accordance with its terms.

(c) Except as set forth in Part 2.20(c) of the Shareholders Disclosure Schedule:

(i) to the Companies' Knowledge, each Company is in compliance in all material respects with all applicable terms and requirements of each Material Contract under which the Companies have or had any obligation or liability or by which the Companies or any of the assets owned or used by the Companies is or was bound;



(ii) to the Companies' Knowledge, no event has occurred or circumstance exists that (with or without notice or lapse of time, or both) may contravene, conflict with, or result in a violation or breach of, or give the Companies or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Material Contract. The Companies have not given to or received from any other Person any written notice regarding any actual, alleged, possible, or potential violation or breach of, or default under, any Material Contract; and

(iii) neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions, will result in a violation or breach of, or give the Companies or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Material Contract.

(d) There are no current renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to the Companies under current or completed Material Contracts with any Person and no such Person has made written demand for such renegotiation.

(e) The Material Contracts to which the Companies are party to have been entered into in the Ordinary Course of Business and have been entered into without the commission of any act, alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation of any Legal Requirement.

Section 2.21 Insurance.

(a) Part 2.21(a) of the Shareholders Disclosure Schedule describes each policy of insurance to which the Companies are party or that provides coverage to the Companies. The Companies and the Shareholders have delivered to CAH:

(i) true and complete copies of all policies of insurance to which the Companies are party or under which the Companies are or have been covered at any time since January 1, 2005 or as to which claims remain open;

(ii) true and complete copies of all pending applications for policies of insurance; and

(iii) any review by any actuary, and any statement by any auditor of the Financial Statements, with regard to the adequacy of coverage or of the reserves for claims.

(b) Part 2.21(b) of the Shareholders Disclosure Schedule describes:

(i) any self-insurance arrangement by or affecting the Companies, including any reserves established thereunder;

(ii) any contract or arrangement, other than a policy of insurance or general risk allocation provision in transportation or carrier agreements, for the transfer or sharing of any risk by the Companies; and

(iii) all obligations of the Companies to third parties with respect to insurance (including such obligations under leases and service agreements but excluding general insurance provisions in transportation or carrier agreements) and identifies the policy under which such coverage is provided.



(c) The Shareholders have delivered to CAH a summary report of the loss experience under each policy since January 1, 2005, and a copy of the last page of each such loss experience summary report for each of such policy years is set forth in Part 2.21(c) of the Shareholders Disclosure Schedule. Part 2.21(c) of the Shareholders Disclosure Schedule also sets forth, by year, for the current policy year and each of such policy years:

(i) a summary of all open claims under each insurance policy;

(ii) a statement describing each claim under an insurance policy for an amount in excess of $100,000, which sets forth:

(A) the name of the claimant;

(B) a description of the policy by insurer, type of insurance, and period of coverage; and

(C) the amount and a brief description of the claim; and

(iii) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.

(d) Except as set forth on Part 2.21(d) of the Shareholders Disclosure Schedule:

(i) All policies to which the Companies are party or that provide coverage to the Companies:

(A) are valid, outstanding, and enforceable;

(B) to the Companies' Knowledge, are issued by an insurer that is financially sound and reputable;

(C) to the Companies' Knowledge, taken together, provide adequate insurance coverage for the assets and the operations of the Companies for all material risks to which the Companies are normally exposed (taken together with any self-insured retention programs);

(D) are sufficient for compliance with all material Legal Requirements involving the retention of insurance coverage and Material Contracts to which the Companies are parties or by which any of them is bound;

(E) will continue in full force and effect following the consummation of the Contemplated Transactions; and

(F) do not provide for any retrospective premium adjustment or other experienced-based liability on the part of the Companies.

(ii) The Companies have not received (A) any refusal of coverage or any written notice that a defense will be afforded with reservation of rights, or (B) any written notice of cancellation or any other indication that any insurance policy is no longer in full force or effect or will not be renewed or that the issuer of any policy is not willing or able to perform its obligations thereunder.

(iii) The Companies have paid all premiums due, and to the Companies' Knowledge, have otherwise performed all of its material obligations, under each policy to which the Companies are party or that provides coverage to the Companies.

(iv) To the Companies' Knowledge, the Companies have given notice to the insurer of all material claims that may be insured thereby.

Section 2.22 Environmental Matters. Except as set forth in Part 2.22 of the Shareholders Disclosure Schedule or as may be specifically disclosed by any site assessments undertaken by CAH:

(a) The Companies are and have been in material compliance at all times with all applicable Environmental Laws and has not received any written notice, report, or information regarding any liabilities (whether accrued, absolute, contingent, unliquidated, or otherwise), or any corrective, investigatory or remedial obligations, arising under applicable Environmental Laws with respect to the past or present operations or properties of the Companies.

(b) To the Companies' Knowledge, the Companies have obtained, and are in material compliance with all terms and conditions of, all permits, licenses, approvals, certificates, and other authorizations required pursuant to Environmental Laws for the occupation of its premises (owned or leased) and the conduct of its operations. To the Companies' Knowledge, all such permits, licenses, approvals, certificates, and other authorizations are valid, subsisting, and in good standing.

(c) To the Companies' Knowledge, the Companies have filed, and are in material compliance with, all disclosures, reporting, and notifications required pursuant to Environmental Laws for the occupation of its premises (owned or leased) and the conduct of its operations.

(d) To the Companies' Knowledge, none of the following exists at any of the Companies' present properties in violation of applicable Environmental Laws nor is there any material actual liability under any applicable Environmental Laws resulting from the following: hazardous substances, including any hazardous or toxic materials, substances, pollutants, contaminants, waste, petroleum, or any fraction thereof; asbestos-containing material in any form or condition; polychlorinated biphenyl-containing materials or equipment; or above or underground storage tanks.

(e) To the Companies' Knowledge, the transactions contemplated by this Agreement do not impose any material obligations under Environmental Laws for site investigation or cleanup or notification to or consent of any government agencies or third parties.

(f) To the Companies' Knowledge, no facts, events, or conditions relating to the past or present properties or operations of the business of the Companies will (x) materially prevent, hinder, or limit continued compliance with applicable Environmental Laws, (y) give rise to any material corrective, investigatory, or remedial obligations pursuant to applicable Environmental Laws, or (z) give rise to any material liabilities (whether accrued, absolute, contingent, unliquidated, or otherwise) pursuant to applicable Environmental Laws, including without limitation those liabilities relating to onsite or offsite hazardous substance releases, personal injury, property damage, or natural resources damage.

(g) To the Companies' Knowledge, the Companies have not assumed or succeeded (by operation of law or otherwise) to any material liabilities or obligations of any third party under Environmental Laws.

(h) To the Companies' Knowledge, the Companies and the Shareholders have delivered to CAH true and complete copies and results of all reports, studies, analyses, tests, or



monitoring possessed or initiated by or on behalf of the Companies pertaining to Materials of Environmental Concern or the treatment, storage, management, disposal, transportation, handling, release, or use of Materials of Environmental Concern, or concerning compliance by the Companies, or any other Person for whose conduct the Companies are or may be held responsible, with Environmental Laws.

(i) To the Companies' Knowledge, Part 2.22(h) of the Shareholders Disclosure Schedule contains a list of all above-ground and underground fuel, oil, waste oil, and similar tanks or storage facilities on Real Property used by the Companies since January 1, 2004.

Section 2.23 Employees; Independent Contractors.

(a) Part 2.23(a) of the Shareholders Disclosure Schedule contains a complete and accurate list of the following information for each management employee, officer, or director of the Companies, including each employee on leave of absence or layoff status: name; job title; current compensation paid or payable and any change in compensation since December 31, 2006; vacation accrued; and service credited for purposes of vesting and eligibility to participate under any Benefit Plan.

(b) Unless otherwise disclosed on Part 2.23(b) of the Shareholders Disclosure Schedule, to the Companies' Knowledge, no employees, officers, or directors of the Companies is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, non-competition, or proprietary rights agreement, between such employee, officer, or director and any other Person that materially adversely affects or will affect (i) the performance of his or her duties as an employee, officer, or director of such Companies, or (ii) the ability of such Companies to conduct its business and operations.

(c) [INTENTIONALLY LEFT BLANK]

(d) Except as set forth in Part 2.23(d) of the Shareholders Disclosure Schedule, there are no Contracts, Benefit Plans, or other arrangements which would give rise to any severance, termination, change-in-control, or other similar payment to any employees, officers, directors, or independent contractors of the Companies as a result of the execution and delivery of this Agreement and the consummation of the Contemplated Transactions, and the Companies are not party to any employment agreement, whether written or oral, with any employee.

(e) To the Companies' Knowledge, the Companies maintain materially accurate and up-to-date files and records for all employees and independent contractors, and such files contain all information and materials required under applicable Legal Requirements. To the Companies' Knowledge, each employee and independent contractor of the Companies meet all material DOT requirements.

(f) To the Companies' Knowledge, each independent contractor providing equipment and/or services to the Companies have been retained under a valid Contract, and a copy of each standard form of Contract used by the Companies for independent contractors has been delivered to CAH.

(g) To the Companies' Knowledge, the Companies have not taken any action in respect of its employees that would require notice or create any Liability under the Worker Adjustment and Retraining Notification Act, and the Companies do not have any present plans to take such action.

Section 2.24 Labor Relations; Compliance. Except as set forth on Part 2.24 of the Shareholders Disclosure Schedule, the Companies have not ever been a party to any collective bargaining or other material organized labor Contract, and has never been part of a consolidated or controlled group of companies that was a party to any collective bargaining or other labor Contract. Since January 1, 2006 there has not been, there is not presently pending or existing, and, to the Companies' Knowledge, there is



not threatened, (a) any strike, slowdown, picketing, work stoppage, or employee grievance process, (b) any Proceeding against or affecting the Companies relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable Governmental Body, organizational activity, or other labor or employment dispute against or affecting the Companies or any of its premises, or (c) any application for certification of a collective bargaining agent. To the Companies' Knowledge, no event has occurred or circumstance exists that reasonably could provide the basis for any work stoppage or other labor dispute. To the Companies' Knowledge, there is no lockout of any employees by the Companies, and no such action is contemplated by the Companies.

The Companies have complied in all material respects with all Legal Requirements relating to employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining, the payment of social security and similar taxes, occupational safety and health, and plant closing; and the Companies are not liable for the payment of any compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Legal Requirements; provided, that there shall be no liability for such matters on the part of Companies or Shareholders as to matters being disputed in good faith unless there is a final resolution of any such matter that results in a finding of liability.

Section 2.25 Trade Rights; Intellectual Property.

(a) The Companies own or, to the Companies' Knowledge, validly licenses or otherwise have the right to use all Intellectual Property used in the conduct of the business of the Companies as currently conducted. Part 2.25(a) of the Shareholders Disclosure Schedule sets forth a true and complete list of all patents and patent applications, registered marks (including trademarks, service marks, and other registrable identifiers) and mark registration applications, material unregistered marks, domain names, registered copyrights, and registered designs that are owned by the Companies (collectively, "Registered Intellectual Property"). With regard to the Registered Intellectual Property, all application, maintenance, renewal or other similar fees have been properly paid and are current, and all registrations and filings remain in full force and effect. There are no Liens against the Registered Intellectual Property.

(b) Except as would not reasonably be expected to have a Materially Adverse Effect, the Companies takes and has taken commercially reasonable actions to maintain and preserve the existence, ownership, and right to use, all material Intellectual Property used in the conduct of its business as currently conducted, including securing releases and assignments from the Companies' employees and independent contractors to any right to inventions, improvements, discoveries, software, or information relating to the business of the Companies or developed on behalf of the Companies.

(c) To the Companies' Knowledge, the Companies are not, and as of the Closing and for two (2) years immediately preceding the Closing has not, infringed, misappropriated, improperly disclosed, or violated, the Intellectual Property of any third party. Except as set forth in Part 2.25(c) of the Shareholders Disclosure Schedule, the Companies have not been subject to a suit alleging that the Companies have infringed, diluted, misappropriated, or otherwise violated the Intellectual Property of any third party, and, to the Companies' Knowledge, no such claims or suits are threatened. Except as set forth in Part 2.25(c) of the Shareholders Disclosure Schedule, the Companies have not received any written "invitations to license" asserting that the Companies are or will be obligated to take a license under third party Intellectual Property in order to continue to conducting their respective businesses in the ordinary fashion.



(d) To the Companies' Knowledge, no person is engaging in any activity that infringes any Intellectual Property owned or exclusively licensed by the Companies.

(e) Except as set forth in Part 2.25(e) of the Shareholders Disclosure Schedule, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall not result in the loss or reduction in scope of Intellectual Property rights licensed to the Companies, whether by termination or expiration of such license, the performance of such license pursuant to its terms, or other means.

(f) Except as set forth in Part 2.25(f) of the Shareholders Disclosure Schedule, to the Companies' Knowledge, the Companies have complied with all Legal Requirements relating to the fair and proper use of personally identifiable information. To the Companies' Knowledge, no confidential, trade secret, or personally identifiable information in the possession, custody or control of the Companies have been lost, stolen, or improperly disclosed.

Section 2.26 Transportation Equipment; Compliance.

(a) Except as set forth in Part 2.26(a) of the Shareholders Disclosure Schedule, all of the transportation equipment operated or leased by the Companies (i) is, in all material respects, in good operating condition and repair, ordinary wear and tear excepted, and adequate for use in the Ordinary Course of Business of the Companies as conducted as of the Closing Date, (ii) has, in all material respects, been adequately maintained in accordance with the internal maintenance schedules of the Companies; (iii) is in material compliance with all applicable manufacturer's specifications and warranty requirements; and (iv) meets all applicable operating condition requirements of the DOT in all material respects. Part 2.26(a) identifies each item of transportation equipment, operated, or leased by the Companies that is not currently in such condition as of the Closing Date.

(b) Part 2.26(b) of the Shareholders Disclosure Schedule sets forth a list of transportation equipment owned, leased, or operated by the Companies. All transportation equipment has been operated at all times in material compliance with applicable leases, other financing documents, tradeback, buyback and other Contracts or arrangements with manufacturers, distributors, dealers, or their Affiliates, and all other applicable Contracts (collectively, "Applicable Equipment Documents"). All transportation equipment has been operated materially within the mileage allowance (subject in each case to mileage aggregation agreements with third parties), if any, of the Applicable Equipment Document, prorated for the portion of the period that has expired. There are no late fees, penalties, or other amounts owing under any Applicable Equipment Document, other than any current month payment that is not yet due. The Companies possess good and marketable title to its transportation equipment, and a valid leasehold interest in its transportation equipment, subject to Permitted Liens.

(c) To the Companies' Knowledge, all of the transportation equipment owned, operated, or leased by the Companies is properly licensed and registered with applicable authorities in accordance with permissible practices. Such licenses and registrations are current, all current license plates and stickers are properly affixed to such equipment, and all fees have been paid. The Companies have not, since January 1, 2005, received an unsatisfactory or conditional safety and fitness rating from the Federal Motor Carrier Safety Administration ("FMCSA"), or its predecessor the Federal Highway Administration ("FHWA"), as a result of a compliance review for any of the factors that are considered by the FMCSA or FHWA, and there is no Proceeding pending that could result in an unsatisfactory or conditional safety and fitness rating. Since January 1, 2005, the Companies have been in compliance in all material respects with all FMCSA regulations.

Section 2.27 Relationships with Related Persons. Except as set forth on Part 2.27 of the Shareholders Disclosure Schedule, none of the Companies' current or former Shareholders, directors or

officers of the Companies, and none of their respective Related Persons and Affiliates, have any interest in any of the properties or assets of or used by the Companies and do not own, of record or as a beneficial owner, an equity interest or any other financial or profit interest in any Person that (i) has had business dealings or a material financial interest in any transaction with the Companies, or (ii) has engaged or is engaged in competition with the business and operations of the Companies. Except as set forth in Part 2.27 of the Shareholders Disclosure Schedule, neither the Shareholders, nor any director or officer of the Companies, and none of their Related Persons or Affiliates, is a party to any Contract with, or has any claim or right against, the Companies.

Section 2.28 Specific Representations Concerning LLCs. The LLCs are duly organized, validly existing, and in good standing under the laws of the state of Ohio, with all requisite power and authority to carry on their business in which they are engaged, own the property they own, and execute, deliver and perform (whether directly or indirectly) the transactions specifically involving the LLCs in this Agreement, which transactions will not (a) contravene, conflict with, or result in a violation of (i) any provision of the governing documents of any LLC, (ii) any resolution adopted by a manger or member (as applicable) of any LLC, (iii) any Order applicable to any LLC, or (iv) any Legal Requirement applicable to any LLC; or (b) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any such transaction. The only assets of the LLCs are those assets set forth on Part 2.10(a) of the Shareholders Disclosure Schedule and marked as being owned by a LLC. The only liabilities of the LLCs are those certain promissory notes entered into in connection with the conveyance of such assets.

Section 2.29 Bank Accounts. Part 2.29 of the Shareholders Disclosure Schedule sets forth a list of all banks or other financial institutions with which the Companies have an account, lock box, safe deposit box, or borrowing authority, specifying with respect to each, the name and address of the bank or other financial institution, the account number, and the names of the Persons authorized as signatories thereon or to act or deal in connection therewith.

Section 2.30 Acknowledgment of Shareholders. The Shareholders specifically acknowledge and agree that (i) they have requested that CAH assist them in the preparation of the Shareholders Disclosure Schedule due to scheduling constraints on the Companies and their advisors, (ii) CAH prepared an initial draft of the disclosure schedule based on information provided by the Shareholders and their advisors supplied to CAH and its advisors, which information may not be all information that is required to be, or should be, included in the Shareholders Disclosure Schedule, (iii) Shareholders and their legal counsel and advisors reviewed the Shareholders Disclosure Schedule and made changes based on such review, (iv) the Shareholder Representative has initialed each page of the Shareholders Disclosure Schedule signifying the Shareholders' ratification of the Shareholders Disclosure Schedule, (v) neither Group Holdings, nor CAH, nor any of their Affiliates or advisors, shall have responsibility, nor shall any of them be deemed to have any responsibility, for the accuracy or completeness of the Shareholders Disclosure Schedule, such schedule being solely the responsibility of the Shareholders, and (vi) the Shareholders hereby waive any claim or defense they may have based on, or involving in any way, CAH's assistance in the drafting of the Shareholders Disclosure Schedule.

## ARTICLE III
### REPRESENTATIONS AND WARRANTIES OF CAH

As of the date hereof and as of the Closing, CAH represents and warrants to the Shareholders as follows:

Section 3.1 Organization and Good Standing. CAH is a corporation duly organized, validly existing, and in good standing under the laws of the state of Delaware with all requisite corporate power



and authority to carry on the business in which it is engaged, own the properties it owns, and execute, deliver, and perform this Agreement and the other Transaction Documents to which it is a Party.

Section 3.2 Authorization and Validity. The execution, delivery, and performance of this Agreement and the other Transaction Documents by CAH, and the consummation of the Contemplated Transactions by CAH, have been duly authorized, and no other proceedings or approval are necessary to authorize the execution, delivery, and performance of this Agreement by CAH. This Agreement has been, and each of the other Transaction Documents at or prior to the Closing will be, duly and validly executed and delivered by CAH and constitute or will constitute, as of the Closing, the legal, valid and binding obligations of CAH, enforceable against CAH in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 3.3 No Violation. Neither the execution and performance by CAH of this Agreement or the Transaction Documents nor the consummation or performance by CAH of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time): (a) contravene, conflict with, or result in a violation of (i) any provision of the Organizational Documents of CAH, (ii) any resolution adopted by the board of directors of CAH, (iii) any Order applicable to CAH, or (iv) any Legal Requirement applicable to CAH; or (b) contravene, conflict with, or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions.

Section 3.4 Finder's Fee. CAH has not incurred any obligation, contingent or otherwise, for any finder's, broker's or agent's fee in connection with the Contemplated Transactions.

Section 3.5 Consents. Except for the approval of the STB and the approval of the parties to the Financing (as defined in Section 3.7), no Consent of, or filing with, any Governmental Body or any other Person is required to authorize, or is required in connection with, the execution, delivery, and performance by CAH of this Agreement or consummation by CAH of the Contemplated Transactions.

Section 3.6 Investment Intent. CAH acknowledges that the Shares have not been registered under the Securities Act of 1933 and that the Shares may not be resold absent such registration or unless an exemption therefrom is available. CAH is an "accredited investor" within the meaning of Rule 501(a) of Regulation D of the Securities Act of 1933, and is acquiring the Shares for its own account, for investment purposes only and not with a view toward distribution thereof. CAH will not sell or otherwise dispose of any of the Shares except in compliance with the registration requirements or exemption provisions of the Securities Act of 1933 and any other applicable securities laws.

Section 3.7 Availability of Funds. The financing of the Contemplated Transactions hereby will consist of debt financing provided to CAH under the credit agreement of CAH dated April 20, 2007 and, if elected by CAH pursuant to Section 7.7, proceeds from the Asset Purchase Agreement to be consummated contemporaneously with, and immediately prior to, the Closing (the "Financing"). As of the date of this Agreement, the Financing is in full force and effect and, to the Knowledge of CAH, the financing commitments thereunder have not been withdrawn or terminated. Assuming the satisfaction of the conditions set forth in Article VII hereof on or prior to April 19, 2008, (a) CAH has no reason to believe that it will not be able to satisfy on a timely basis any term or condition of closing to be satisfied by it required under the Financing, (b) CAH has no reason to believe, as of the date of this Agreement, that any portion of the Financing to be made thereunder will otherwise not be available to CAH on a timely basis to consummate the Contemplated Transactions hereby, and (c) CAH believes the Financing, either by itself or in conjunction with the Asset Purchase Agreement, will provide funds sufficient to satisfy all of its obligations under this Agreement, including the payment of the Closing Amount and all associated costs and expenses.



Section 3.8 Delivery of Financial Statements. CAH has delivered to the Shareholders Representative Consolidated Financial Statements for CAH and its subsidiaries as of December 31, 2007 and for the period from April 20, 2007 through December 31, 2007 and the accompanying report of independent auditors given by Ernst & Young LLP.

## ARTICLE IV
### COVENANTS OF THE COMPANIES AND THE SHAREHOLDERS

Section 4.1 Access and Investigation. Between the date of this Agreement and the Closing, the Companies and the Shareholders will, and will cause their respective Representatives to, (a) afford CAH and its Representatives reasonable access, as coordinated with the Chief Executive Officer of the Companies, to the personnel, attorneys, accountants, properties (including subsurface testing), Contracts, books and records, and other documents and data of the Companies, (b) furnish CAH and its Representatives with copies of all such Contracts, books and records, and other existing documents and data as CAH and its Representatives may reasonably request, and (c) furnish CAH and its Representatives with such additional financial, operating, and other data and information as CAH and its Representatives may reasonably request; provided, that such activities shall be conducted in a manner that does not interfere unreasonably with the business and operations of the Companies.

Section 4.2 Conduct of Business Prior to Closing. Between the date of this Agreement and the Closing, except as specifically provided otherwise herein, the Companies and the Shareholders will conduct the Companies' business in the ordinary course and will (i) preserve intact the business organization, management, commercial relationships and goodwill of the Companies; (ii) promptly notify CAH of any material development or other change outside the normal course of the Companies' business; (iii) cooperate with CAH in securing any necessary consents and approvals; (iv) not incur any Debt on behalf of the Companies other than trade debt to meet working capital requirements in the Ordinary Course of Business; (v) not pledge any of the Companies' assets or stock except as provided in agreements existing on January 31, 2008; (vi) maintain the Companies' assets in good condition and in accordance with each of the Companies' policies and any manufacturer's warranty requirements and each Companies' inventories in sufficient and customary quantities (including parts and fuel) and not sell any assets other than in the Ordinary Course of Business; and (vii) not issue stock, declare or pay any dividends, or redeem any capital stock, unless such action is a Pre-Closing Cash Payment or is otherwise contemplated by Section 4.10; (viii) make no material changes in compensation or benefits to the Companies' employees other than as agreed to in writing by CAH under Section 5.3; and (ix) not purchase or lease any transportation or other equipment or material assets other than in the Ordinary Course of Business. All of the foregoing is further subject to any actions effectuating the removal of the Excluded Assets from the Company, and accomplishment of all transactions contemplated by this Agreement.

Section 4.3 Negative Covenants. Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and the Closing, the Companies and the Shareholders will not, without the prior consent of CAH, take any affirmative action, or fail to take any reasonable action within its control, as a result of which any of the changes or events listed in Section 2.19 is likely to occur, or which would render untrue any representation or warranty of the Companies or the Shareholders contained in this Agreement.

Section 4.4 Certain Actions and Payments at or Prior to Closing. At or prior to the Closing, the Companies and the Shareholders shall (a) take all actions necessary to cause the cancellation and termination of all options, warrants, other rights to acquire capital stock or other equity securities of the Companies, and any other derivative or equity-linked rights held by any employee, officer, director, Shareholders, any of their Affiliates, or any other Person and the payment in full of all amounts due thereunder; (b) pay in full any severance, termination, change-in-control, or other similar payment to any



employee, officer, director, Shareholders, any of their Affiliates, or any other Person, which results from the execution and delivery of this Agreement or the consummation of the Contemplated Transactions (other than the payments of the Purchase Price to the Shareholders contemplated herein), all of which are set forth in Part 2.23(d) of the Shareholders Disclosure Schedule; and (c) pay in full all Transaction Expenses of the Companies and the Shareholders. The Companies and the Shareholders shall provide satisfactory evidence to CAH of such cancellation, termination, and payments prior to the Closing.

Section 4.5 Shareholders Liabilities. At or prior to the Closing, the Shareholders shall pay and the Companies and the Shareholders shall cause all other Affiliates of the Companies to pay, in full all obligations (including interest) owed by them to the Companies, setting aside the Excluded Assets and other transactions contemplated by this Agreement, regardless of whether such amounts are then due under applicable documents evidencing such indebtedness or other obligations, and whether or not such obligations are evidenced in writing. At or prior to the Closing, the Shareholders shall execute and deliver a Shareholders Release.

Section 4.6 Required Approvals. As promptly as practicable after the date of this Agreement, the Companies and the Shareholders will make all filings additionally required by Legal Requirements to be made by them in order to consummate the Contemplated Transactions. Between the date of this Agreement and the Closing, the Companies and the Shareholders will (a) cooperate with CAH with respect to all filings that CAH is required by Legal Requirements to make in connection with the Contemplated Transactions, and (b) cooperate with CAH in obtaining all Consents identified in Section 3.5.

Section 4.7 Notification. Between the date of this Agreement and the Closing, the Companies and the Shareholders will promptly notify CAH in writing if either of the Companies or the Shareholders becomes aware of any fact or condition that causes or constitutes a breach of any of the representations and warranties in Article II above on the date hereof, or if either of the Companies or the Shareholders becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. Should any such fact or condition require any change in any part of the Shareholders Disclosure Schedule, the Companies and the Shareholders will promptly deliver to CAH a supplement to the Shareholders Disclosure Schedule specifying such change. During the same period, the Companies and the Shareholders will promptly notify CAH of the occurrence of any breach of any covenant of the Companies or the Shareholders in this Agreement or of the occurrence of any event that may make the satisfaction of the conditions in Article VII impossible or unlikely. As promptly as reasonably possible, and following receipt of any additional information reasonably requested, CAH shall notify the Shareholders as to whether it intends not to close as a result of any Shareholders notice.

Section 4.8 No Negotiation. Until such time, if any, as this Agreement is terminated pursuant to Article IX, the Companies and the Shareholders will not, and will cause each of their Representatives and Affiliates not to, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, or negotiate with, provide any information to, or enter into any agreement, arrangement, or understanding (whether or not legally binding) with, any Person (other than CAH) relating to any transaction involving the sale of a material portion of the business and operations of the Companies or the assets of the Companies, or a sale of control of the capital stock or other equity interests of the Companies, or any merger, consolidation, recapitalization, business combination, or similar transaction involving the Companies (each such transaction being referred to herein as an "Alternate Transaction"). The Companies and the Shareholders will immediately notify CAH regarding any contact between itself or its Representatives or controlled Affiliates and third parties regarding any inquiries or proposals related to an Alternate Transaction.

Section 4.9 Cash Balance at Closing; No Debt. At Closing, the Companies shall hold, and the Shareholders shall cause the Companies to hold (by capital contribution if necessary), a sufficient amount of unrestricted unencumbered cash (without reference to any cash received by the Company pursuant to Section 4.11) equal to the net of (i) the deferred revenue and unearned revenue balances multiplied by 73.0%, less (ii) prepaid expenses that benefit CAH following Closing. For the avoidance of doubt, prepaid expense for purposes of Section 4.9 will exclude (i) of the prepaid insurance balances related to the Companies' captive insurance company and any other insurance coverage to the extent not refundable to the Companies, and, (ii) the difference between the Closing Balance amounts associated with any Company signage at the Junior Barrons hockey arena and $36,000. The calculation of the unrestricted unencumbered cash that would have been required in accordance with Section 4.9 as of December 31, 2007 is included for illustrative purposes on Schedule 4.9. The Companies shall not have, and the Shareholders shall take all steps necessary ensure that the Companies do not have any Debt at Closing (including making a capital contribution to retire such Debt if necessary).

Section 4.10 Excluded Assets. The Shareholders hereby represent that (i) those assets or rights listed on Part 4.10 of the Shareholders Disclosure Schedule, including the captive insurance company stock (collectively, the "Excluded Assets") are not materially necessary for the continued operation of the Companies' business after Closing. Each of the Companies, CAH, and the Shareholders agree that the Companies shall, at least one day prior to the Closing, distribute the Excluded Assets (including any payments contemplated therein) to the Shareholders. The Shareholders agree to include the receipt of the Excluded Assets (and to list such Excluded Assets at a fair market value mutually agreed to by the parties) in their personal tax returns and to cause the Companies to report any related gains under Code Section 311(b) using the same fair market value. CAH shall take such steps as are reasonably necessary after the Closing to vest title in the Shareholders to the Excluded Assets that are to be distributed at least one day prior to the Closing provided that such Companies make such distributions in accordance with this Section 4.10.

Section 4.11 LLC Notes. Immediately after the Closing and simultaneously with the receipt of the Closing Payment, the Shareholders shall cause the LLC's to wire to the Companies an amount equal to the LLC Adjustment, in immediately available funds to a bank account designated by CAH in full payment of all amounts owed (under promissory notes or otherwise) to the Companies by the LLC's.

## ARTICLE V
## COVENANTS OF CAH

Section 5.1 Required Approvals. On February 1, 2008, CAH made the appropriate filing for approval by the STB and prior to the date hereof, CAH has made the appropriate filings with all states for which notice, or approval to consummate the Contemplated Transactions is required. As promptly as practicable after the date of this Agreement, CAH will make all other filings (not previously made) required by Legal Requirements to be made by it in order to consummate the Contemplated Transactions. Between the date of this Agreement and the Closing, CAH will (a) cooperate with the Companies and the Shareholders with respect to all filings that the Companies and the Shareholders elect to make or are required by Legal Requirements to make in connection with the Contemplated Transactions, and (b) cooperate with the Companies and the Shareholders in obtaining all Consents identified in Part 2.7 of the Shareholders Disclosure Schedule.

Section 5.2 Notification. Between the date of this Agreement and the Closing, CAH will promptly notify the Companies and the Shareholder Representative in writing if CAH becomes aware of any fact or condition that causes or constitutes a breach of any of the representations and warranties in Article III above on the date hereof, or if CAH becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty



been made as of the time of occurrence or discovery of such fact or condition. During the same period, CAH will promptly notify the Companies and the Shareholder Representative of the occurrence of any breach of any covenant of CAH in this Article V or of the occurrence of any event that may make the satisfaction of the conditions in Article VIII impossible or unlikely. Such notification shall be effective solely for the following purposes: (a) to prevent any such notifying Party from committing fraud or misrepresentation; and (b) to allow the Persons delivering closing certificates to do so truthfully

Section 5.3 Salary and Incentive Plans. Between the date of this Agreement and the Closing, CAH will adopt and implement a salary structure and incentive compensation plan for the Companies in a form to be mutually agreed upon between the Companies and CAH.

Section 5.4 State UST Fund. Until the expiration of Shareholders' indemnity obligation for environmental matters under Section 2.22, CAH shall take all actions necessary to maintain Companies' participation in any programs of environmental insurance, including but not limited to the State of Ohio's storage tank insurance program, all of which programs, together with the premiums payable thereunder, are listed on Part 5.4 of the Shareholders Disclosure Schedule.

Section 5.5 Asset Purchase and Tax Consequences to Shareholders and Companies.

(a) At the option of CAH, to be exercised prior to Closing, CAH may elect to cause the Companies to sell all or substantially all of their rolling stock to CUSA Leasing, LLC a subsidiary of CAH (such transaction, the "Asset Purchase"). In such event, the Companies shall sell such equipment for mutually agreed fair market value (which shall be appraised value if not otherwise agreed). In the event of such transaction, the Closing Amount otherwise payable shall be reduced by the amount paid in the Asset Purchase; subject however to the tax adjustment set forth in Section 5.5(b) below. The Parties agree that the amounts paid to the Companies under the Asset Purchase Agreement shall be distributed to the Shareholders prior to the Closing.

(b) In relation to the Asset Purchase, Coach Am Group will not file any return that would result in a Pre-Closing Tax Return recognition of taxable gain by Lakefront and a corresponding step-up in CUSA Leasing LLC's federal tax basis in the assets effective at a time prior to the Closing of this Agreement. The Parties hereby agree that to the extent any rolling stock is sold by Lakefront on the Closing Date in an Asset Purchase pursuant to this Section 5.5 and such sale is treated as a sale for federal income tax purposes, then, in accordance with Treasury Regulation Section 1.1502-76(b)(1)(ii)(B), such Asset Purchase will be reported for all Tax purposes as occurring at the beginning of the following day. Consistent with the application of Section 5.5(b), if such sale is deemed to occur for tax purposes, CAH and its federal consolidated group will account for the Asset Purchase as an intercompany transaction among consolidated group members in accordance with the federal consolidated return regulations. Subject to applicable law, the Parties agree to file their tax returns on such basis. This accounting is not expected to result in a net decrease in the consolidated group's federal taxable income as a result of the Asset Purchase (for example as would occur in relation to an asset sale between unrelated parties as a result of a step up in basis and increase in depreciation deductions), compared with the result if the Asset Purchase had not occurred.

(c) After taking in account the application of Section 5.5(b) above, CAH shall pay to Shareholders, in cash, the amount of additional consideration (if any) necessary to cause such Shareholders' aggregate after-Tax position to be equal to the aggregate after-Tax position that such Shareholders would have been in had the Asset Purchase Agreement not taken place, taking into account all appropriate state, federal, and local Tax implications (the "Asset Purchase Tax Adjustment") on demand accompanied by appropriate documentation illustrating any negative tax consequence (the "Asset Purchase Tax Adjustment Schedule"). If CAH disputes the Asset Purchase Tax Adjustment



Schedule, the Parties shall negotiate in good faith to determine the proper adjustment for a period of thirty (30) days. If the parties do not reach agreement within such period, then the disputed portion of the adjustment shall be referred to the Independent Accountants for determination. The cost of the Independent Accountants shall be borne 50% by the Shareholders and 50% by CAH. In addition, CAH shall reimburse Shareholders for any reasonable out-of-pocket expenses (including but not limited to audit expenses, accountants' fees and attorneys' fees) incurred in determining the Asset Purchase Tax Adjustment. In addition, and notwithstanding any other provision in this Agreement, CAH shall be solely responsible for, and have no right of indemnity from or recovery against the Shareholders for, any Tax consequences resulting to Companies as a result of the Asset Purchase Agreement.

Section 5.6 Cash Collateral. After the expiration of each of the three outstanding letters of credit (US Bank posted on behalf of Hopkins to National Interstate Insurance, Fifth Third posted on behalf of Lakefront to Royal Bank of Canada, and Fifth Third posted on behalf of Lakefront to Junior Barons Hockey) any cash collateral received by the Companies in respect thereof will be paid over to the Shareholders' Representative for further distribution to the shareholders of Lakefront or Hopkins, as the case may be.

## ARTICLE VI
## OTHER AGREEMENTS

Section 6.1 Tax Matters.

(a) Tax Returns. The Shareholders shall prepare or cause to be prepared, and file or cause to be filed all Tax Returns or claims for refund of the Companies for all taxable periods of the Companies ending on or prior to the Closing Date (the "Pre-Closing Tax Returns"). For clarification (i) Lakefront's final federal Form 1120 for the taxable period ended on the Closing Date will be considered a Pre-Closing Tax Return filed by the Shareholders, (ii) if no Section 338(h)(10) Election is made for Hopkins, Hopkins federal Form 1120S for the taxable period ended the day prior to the Closing Date will be considered a Pre-Closing Tax Return to be filed by the Shareholders and, (iii) if a Section 338(h)(10) Election is made for Hopkins, Hopkins' final Form 1120S for the taxable period ended on the Closing Date will be considered a Pre-Closing Tax Return to be filed by the Shareholders. CAH shall timely prepare and file (or cause to be prepared and filed) all Tax Returns of the Companies for taxable periods beginning on or after the Closing Date, as applicable (the "Post-Closing Tax Returns"). For clarification, (i) Lakefront will become a member of CAH's consolidated group on the day after the Closing Date with any Closing Date Income of Lakefront (taking into account the application of Section 5.5(b)) included in the final federal Form 1120 filed by the Shareholders, (ii) pursuant to Treasury Regulations Section 1.1502-76(b)(1)(ii)(A)(2), if no Section 338(h)(10) Election is made for Hopkins, Hopkins will become a member of CAH's consolidated group on the Closing Date, with any Closing Date income of Hopkins included in the federal Form 1120 of the CAH consolidated group and, (iii) if a Section 338(h)(10) Election is made for Hopkins, Hopkins will become a member of CAH's consolidated group on the day after the Closing Date with any Closing Date Income of Hopkins included in the federal Form 1120S filed by the Shareholders. CAH shall timely pay or cause to be paid all Taxes relating to any Post-Closing Tax Returns and all Taxes arising out of the Asset Purchase Agreement, whether relating to a Pre-Closing Tax Return or a Post-Closing Tax Return.

(b) Cooperation and Information. The Shareholders, the Companies and CAH shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, determining a liability for Taxes or a right to a refund of Taxes or participating in or conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of relevant



Tax Returns or portions thereof, together with related work papers and documents relating to rulings or other determinations by taxing authorities. Notwithstanding anything to the contrary in this Agreement, each party shall retain all Tax Returns, work papers and all material records or other documents relating to Tax matters of the Companies for the taxable period that includes the Closing Date and for all prior taxable periods until the date that is six (6) months after the expiration of the statute of limitations applicable to such Tax.

(c) Post-Closing Actions. From and after the Closing, neither party will make any election, file any amended return, settle any contest or audit, or take any other position (unless otherwise specified herein), the effect of which would be to adversely affect the other, without the prior written consent of the other.

Section 6.2 Reasonable Best Efforts. Each of the Companies, CAH, and the Shareholders agrees to use its Reasonable Best Efforts to effect the consummation of the Contemplated Transactions in accordance with this Agreement as soon as practicable after the date hereof. Without limiting the foregoing, (a) each of the Companies, CAH, and the Shareholders agrees to use its Reasonable Best Efforts to take, or cause to be taken, all actions necessary to comply promptly with all Legal Requirements that may be imposed on itself with respect to the Contemplated Transactions (which actions shall include furnishing all information required by the statutes, regulations and decisions of the STB and any other Governmental Body as may be required under state law and in connection with approvals of or filings with any other Governmental Body) and shall promptly cooperate with and furnish information to each other in connection with any such requirements imposed upon any of them or any of their subsidiaries in connection with the Contemplated Transactions and (b) each of the Companies, CAH, and Shareholders shall use its or their Reasonable Best Efforts to obtain (and shall cooperate with each other in obtaining) any Consent required to be obtained or made in connection with the Contemplated Transactions or otherwise reasonably requested by CAH to be obtained by any Party, or the taking of any action contemplated thereby or by this Agreement, provided that neither the Companies, CAH, or Shareholders shall be required to make any payment to obtain any such Consent, and obtaining any such Consent shall not be a condition to the Closing (unless such Consent is identified on Part 2.7 of the Shareholders Disclosure Schedule) and the failure to obtain any such Consent so identified shall be a Materially Adverse Effect. In the event that approval of the STB is the last condition to be satisfied by the Parties before consummation of the Contemplated Transactions, the Parties agree to use commercially reasonable efforts to close into a voting trust in a form customarily used to close such transactions pending final approval, all on terms mutually acceptable to the Parties, it being understood that the condition to CAH's obligation to close the Contemplated Transactions contained in Section 7.7 hereof (financing condition) must be satisfied such that the provider of such Financing approves of the voting trust structure and funds the transaction on that basis with no material adverse impact (for example, without limitation, the payment of material fees to, or the imposition of more restrictive covenants by, such lender) to CAH or its consolidated group.

Section 6.3 Financing Cooperation. The Companies agrees to provide, and will cause its respective officers and employees to provide, as expeditiously as possible, all necessary cooperation reasonably requested by CAH in connection any financing activities on behalf of CAH, including the Asset Purchase Agreement.

Section 6.4 Shareholder Representative.

(a) Each of the Shareholders hereby irrevocably authorizes and appoints Tom Goebel (the "Shareholder Representative") as his or her representative and true and lawful attorney-in-fact and agent to act in his or her name, place, and stead and to execute any agreement, certificate, instrument, or document to be delivered by the Shareholders in connection with this Agreement and the Contemplated Transactions. The Shareholder Representative shall serve as the agent of the Shareholders

for all purposes related to this Agreement, including without limitation any notice required to be delivered to the Shareholders under this Agreement or any of the other Transaction Documents. The Shareholder Representative shall have the full power, authority, and right to perform, do, and take any and all actions he deems necessary or advisable to carry out the purposes of this Agreement and the other Transaction Documents. The authority conferred under this Section is an agency coupled with an interest and all authority conferred hereby is irrevocable and not subject to termination by the Shareholders. All decisions of the Shareholder Representative shall be binding upon the Shareholders. CAH and each other Party shall be entitled to rely upon such authorization and designation and shall be fully protected in dealing with the Shareholder Representative with respect to any and all matters concerning the Shareholders; provided, however, that nothing set forth herein shall require CAH to accept the signature or action of the Shareholder Representative in lieu of the signature or action of any Shareholder.

(b) The Shareholder Representative shall be entitled to rely and shall be fully protected in relying, upon any statement furnished to him by any Shareholder, or any other evidence deemed by the Shareholder Representative to be reliable, and the Shareholder Representative shall be entitled to act on the advice of counsel selected by him.

Section 6.5 Indemnification Rights under certain Organizational Documents. From and after the Closing through the fifth year anniversary thereof, CAH agrees to cause the Companies to continue to provide indemnification of officers and directors thereof and advancement of expenses to the maximum extent provided under applicable law in the state of Ohio.

Section 6.6 Employee Bonus Plan. For at least the fiscal years ended March 31, 2008, 2009 and 2010, CAH shall cause the Companies to maintain in effect an employee bonus plan that will allocate to the employees of the Companies a percentage of the Companies' combined net income. CAH shall have the right to determine the percentage of net income to be applied to the employee bonus plan and to determine the allocation of such amount among the employees, *provided* that the aggregate employee bonus for fiscal year ended March 31, 2008 shall total the amount accrued for the fiscal year ended March 31, 2008 in the Closing Balance Sheet (the "2008 Bonus Amount") and shall be payable to the employees of the Company notwithstanding any other conditions which are then in effect with respect to the employee bonus plan.

Section 6.7 Retention Bonus. The Shareholders may elect to deposit any portion of the Closing Amount with Lakefront at Closing (such amount so deposited, the "Retention Bonus Deferral"). CAH shall cause Lakefront to pay the Retention Bonus Deferral to the employees of Lakefront listed on Part 6.7 of the Shareholders Disclosure Schedule on the dates listed therein and in the amounts listed therein, provided that such employees continue to be employed by Lakefront at such date. In the event that any of the employees listed on Part 6.7 of the Shareholders Disclosure Schedule are not so employed on any of the payment dates listed therein, such portion of the Retention Bonus Deferral shall be transferred to the Shareholders Representative for further distribution to all of the Shareholders.

Section 6.8 Obligations with Respect to Certain Motor Coaches. There are outstanding obligations of approximately $5,398,315.00 owing Motor Coach Industries, Inc. ("Obligee") for thirteen motor coaches (the "Coaches"). Immediately following the Closing, CAH shall pay and satisfy in full any and all obligations owing Obligee relating to the Coaches, including any obligations that may arise under change-of-control provisions or personal guarantees.



## ARTICLE VII
## CONDITIONS PRECEDENT TO OBLIGATIONS OF CAH TO CLOSE

The obligations of CAH to take the actions required of it at Closing and to consummate the Contemplated Transactions are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by CAH, in whole or in part):

Section 7.1 Accuracy of Representations. Each of the representations and warranties of the Shareholders set forth in this Agreement that are qualified by "materiality", "Materially Adverse Effect" or similar qualifications, shall be true and correct, and each of the representations and warranties of the Shareholders in this Agreement that are not so qualified shall be true and correct in all material respects, as of the date of the delivery of the Shareholders Disclosure Schedule and as if made on the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date) without giving effect to any supplement to the Shareholders Disclosure Schedule; provided, however, that each representation and warranty of the Shareholders set forth in Sections 2.2 [Authorization and Validity] and 2.3 [Capitalization], shall be accurate in all respects as of the Closing Date as if made on the Closing Date.

Section 7.2 Performance of Covenants and Obligations. Each of the covenants and obligations that the Companies and the Shareholders are required to perform or to comply with pursuant to this Agreement at or prior to the Closing (including, without limitation, the covenant regarding execution and delivery of each document required to be delivered pursuant to Section 1.4(a)) shall have been duly performed and complied with in all material respects.

Section 7.3 Consents. Each Consent identified in Part 2.7 of the Shareholders Disclosure Schedule, and each Consent identified in Section 3.5 of this Agreement, must have been obtained and must be in full force and effect.

Section 7.4 No Proceedings. Since the date of this Agreement, there must not have been commenced against CAH, the Companies, or Shareholders, or against any Affiliate of any such Person, any Proceeding (a) seeking to enjoin, challenge, or obtain material damages or other relief in connection with, any of the Contemplated Transactions, or (b) that is reasonably likely to have the effect of preventing, substantially delaying or making illegal the Contemplated Transactions.

Section 7.5 No Materially Adverse Change. No Materially Adverse Change shall have occurred, and no event shall have occurred or circumstance exists that is reasonably likely to result in such a Materially Adverse Change.

Section 7.6 No Prohibition. Neither the consummation of the Contemplated Transactions nor the performance of any obligations by a Party hereunder will, directly or indirectly (with or without notice or lapse of time), contravene, or conflict with, or result in a material violation of, or cause any Party hereto or any Affiliate of any such Party, to suffer any material adverse consequence under, (a) any currently applicable Legal Requirement or Order, or (b) any Legal Requirement or Order that has been published by any Governmental Body.

Section 7.7 Financing. CAH shall have received the proceeds of the Financing, and such proceeds shall be sufficient to satisfy all of its obligations under this Agreement. Additionally and provided that CAH has elected to fund a portion a portion of the Purchase Price through an Asset Purchase Agreement pursuant to Section 5.5, the Parties shall have closed such Asset Purchase Agreement.



Section 7.8 Due Diligence. CAH shall have completed its due diligence investigation of the Companies and shall be satisfied in all respects with the results of such due diligence investigation..

Section 7.9 Approval of CAH. The board of directors of CAH shall have approved of the Contemplated Transactions and CAH's consummation of the Contemplated Transactions in all respects.

Section 7.10 STB Approval; Other Governmental Approvals. Subject to Section 6.2 (providing for closing into a voting trust in the event that STB approval remains outstanding at Closing), all requisite approvals from the STB to operate the business of the Companies after the Closing of the Contemplated Transactions shall have been obtained. Any other approval of any Governmental Entity of competent jurisdiction or waiting periods under any applicable law or regulation of any Governmental Entity of competent jurisdiction shall have been obtained or have expired (without the imposition of any material and adverse condition on any Party).

## ARTICLE VIII
## CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE SHAREHOLDER TO CLOSE

The obligations of the Shareholders to take the actions required of them at Closing and to consummate the Contemplated Transactions are subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Shareholders, in whole or in part):

Section 8.1 Accuracy of Representations. Each of the representations and warranties of CAH set forth in this Agreement that are qualified by "materiality", "Materially Adverse Effect" or similar qualifications, shall be true and correct, and each of the representations and warranties of CAH in this Agreement that are not so qualified shall be true and correct in all material respects, as of the date of this Agreement and as if made on the Closing Date (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date).

Section 8.2 Performance of Covenants and Obligations. Each of the covenants and obligations that CAH is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (including, without limitation, the covenant regarding execution and delivery of each document required to be delivered pursuant to Section 1.4(b)) shall have been duly performed and complied with.

Section 8.3 No Proceedings. Since the date of this Agreement, there must not have been commenced against CAH, the Companies, or Shareholders, or against any Affiliate of any such Person, any Proceeding (a) seeking to enjoin, challenge, or obtain material damages or other relief in connection with, any of the Contemplated Transactions, or (b) that is reasonably likely to have the effect of preventing, substantially delaying or making illegal the Contemplated Transactions.

Section 8.4 No Prohibition. Neither the consummation of the Contemplated Transactions nor the performance of any obligations by a Party hereunder will, directly or indirectly (with or without notice or lapse of time), contravene, or conflict with, or result in a material violation of, or cause any Party hereto or any Affiliate of any such Party, to suffer any material adverse consequence under, (a) any currently applicable Legal Requirement or Order.

Section 8.5 STB Approval; Other Governmental Approvals. Subject to Section 6.2 (providing for closing into a voting trust in the event that STB approval remains outstanding at Closing), all requisite approvals from the STB to operate the business of the Companies after the Closing of the Contemplated Transactions shall have been obtained. Any other approval of any Governmental Entity of competent jurisdiction or waiting periods under any applicable law or regulation of any Governmental



Entity of competent jurisdiction shall have been obtained or have expired (without the imposition of any material and adverse condition on any Party).

## ARTICLE IX
## TERMINATION

Section 9.1 Termination Events. The Parties may not terminate this Agreement except as follows:

(a) CAH may terminate this Agreement by giving written notice to the Shareholders at any time prior to the Closing in the event the Shareholders or the Companies have breached any representation, warranty or covenant contained in this Agreement in any material respect, CAH has notified the Shareholders of the breach, and the Shareholders have not within fifteen (15) days cured such breach;

(b) The Shareholders may terminate this Agreement by giving written notice to CAH at any time prior to the Closing in the event CAH has breached any representation, warranty or covenant contained in this Agreement in any material respect, the Shareholders have notified CAH of the breach, and CAH has not within fifteen (15) days cured such breach;

(c) CAH or the Shareholders may terminate this Agreement by giving written notice to the other at any time prior to the Closing, if the Closing shall not have occurred on or before April 19, 2008 (as such date, may be extended pursuant to this Agreement, by reason of the failure of, in the case of a termination by CAH, any condition precedent under Article VII hereof (unless the failure results primarily from CAH itself breaching any representation, warranty, or covenant contained in this Agreement), or, in the case of a termination by the Shareholder, any condition precedent under Article VIII hereof (unless the failure results primarily from the Companies or the Shareholders breaching any representation, warranty, or covenant contained in this Agreement); provided, that if the Closing shall not have occurred by such date solely as a result of an outstanding STB approval decision, then neither CAH nor the Shareholders may terminate this Agreement pursuant to this Section 9.1(c) until the earlier of (i) the tenth (10th) day following a decision by the STB and (ii) August 15th, 2008.

(d) CAH and the Companies may terminate this Agreement by mutual written consent at any time prior to the Closing. In addition, either party may terminate this Agreement at any time if the parties are unable to agree on any Disclosure Schedules, Supplements, price adjustments following due diligence, or any other matter left for future determination prior to Closing hereunder.

Section 9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate without any liability on the part of any party to the other, except a) that the obligations in Sections 11.4 and 11.6 will survive, b) the parties will take all necessary action to withdraw or reverse STB approval of the transaction, and c) if the Companies breached their obligations under Section 4.8, the Companies will reimburse CAH for their reasonable out-of-pocket costs (including fees and expenses of attorney's, accountants and consultants) incurred in connection with pursuing this Agreement and the Contemplated Transactions.

## ARTICLE X
## INDEMNIFICATION; REMEDIES

Section 10.1 Survival. The representations and warranties of CAH contained in this Agreement shall terminate three (3) years following the Closing Date. The representations and warranties of the Shareholders contained in this Agreement (including the Schedules attached hereto), except for Sections 2.2 [Authorization and Validity], 2.3 [Capitalization], 2.14 [Taxes], 2.16 [Employee Benefits],

and 2.22 [Environmental Matters], shall terminate on June 30, 2009 (the "Basic Representation Survival Period"). The representations and warranties of the Shareholder set forth in Sections 2.14 [Taxes], 2.16 [Employee Benefits], and 2.22 [Environmental Matters] shall survive for a period of three (3) years following the Closing Date, and the representations and warranties of the Shareholders set forth in Sections 2.2 [Authorization and Validity] and 2.3 [Capitalization] shall survive until the expiration of the relevant statute of limitation (the "Extended Representation Survival Periods" and, together with the Basic Representation Survival Period, the "Survival Periods"). Unless otherwise specified herein, the obligations to indemnify and hold harmless any CAH Indemnified Person or Shareholders Indemnified Person under this Article X shall terminate when the applicable Survival Period set forth in this Section 10.1 terminates: provided, however, that such indemnification rights shall not terminate with respect to any item as to which a CAH Indemnified Person or Shareholders, as applicable, shall have, before the expiration of the applicable Survival Period, previously made a claim pursuant to Sections 10.4 or 10.5 of this Agreement. The right to indemnification, reimbursement, or other remedy based upon any representations, warranties, covenants and obligations set forth in this Agreement shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of any representation, warranty, covenant, or obligation.

Section 10.2 Indemnification and Payment of Damages by the Shareholders. The Shareholders, jointly and severally, shall indemnify, defend, and hold harmless CAH, the Companies (only after Closing), and their respective Representatives (collectively, the "CAH Indemnified Persons") for, and will pay to the CAH Indemnified Persons the amount of, any and all costs, losses, liabilities, obligations, claims, damages, deficiencies, and expenses, whether or not involving a third-party claim, and all interest, penalties, reasonable experts' and attorneys' fees, and all reasonable amounts paid in investigation, defense, or settlement of any of the foregoing (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by the Companies or the Shareholders in this Agreement, or any other certificate or document delivered by the Companies or the Shareholder pursuant to this Agreement;

(b) any breach by the Companies or the Shareholders of any of its covenants in this Agreement; for purposes of this Agreement, "Covenants" shall be defined as any act required to be undertaken or refrained from by the party obliged, not including representations and warranties made by that party;

(c) any amounts with respect to the satisfaction in full of all Transaction Payments that are not otherwise paid at the Closing from the Closing Amount;

(d) any claims by Shareholder for indemnification by the Companies or any of its subsidiaries in connection with any Damages arising out of or pertaining to matters existing or occurring on or prior to the Closing Date;

(e) to the extent Taxes are allocated to a pre-closing tax period, (i) all liability for Taxes (or the non-payment thereof) of the Companies or any of their subsidiaries for all pre-closing tax periods, (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Companies or any of their subsidiaries is or was a member on or prior to the Closing Date, and (iii) any and all Taxes of any other Person imposed on the Companies or any of its subsidiaries for any period as a transferee or successor in respect of a transaction occurring on or before the Closing, by law or agreement; excluding, however, those matters arising out of a section 338(h)(10) election, which shall be subject to the provisions of Section 6.1(c), as well as those matters arising out of the Asset Purchase Agreement, which shall be subject to Section 5.5;



(f) all claims insured by the TRAX US Captive Insurance Company ("TRAX") arising from events or circumstances occurring prior to Closing as well as all assessments or amounts demanded by TRAX, whether for premiums, premium adjustments, retroactive adjustments, audit differences or otherwise, relating to events, circumstances, or periods prior to Closing; and

(g) the Companies' lack of securing and maintaining municipal wastewater permits at any of their Leased Property Locations, notwithstanding any disclosure of such fact made herein, on the Shareholders Disclosure Schedules, or the site assessments undertaken by CAH, and specifically including any cost of remediation, fine, or penalty associated with the failure to obtain such wastewater permits and to comply with any Environmental Laws regarding disposal of wastewater.

Section 10.3 Indemnification and Payment of Damages by CAH. CAH shall indemnify, defend, and hold harmless the Shareholders and their respective Representatives (collectively, the "Shareholder Indemnified Persons") for, and will pay to the Shareholder Indemnified Persons the amount of any and all costs, losses, liabilities, obligations, claims, damages, deficiencies, and expenses, whether or not involving a third-party claim, and all interest, penalties, reasonable experts' and attorneys' fees, and all reasonable amounts paid in investigation, defense, or settlement of any of the foregoing (collectively, "Damages") arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by CAH in this Agreement or any other certificate or document delivered by CAH pursuant to this Agreement;

(b) any breach by CAH of any of its Covenants (as defined) in this Agreement;

(c) claims arising out of the operation of the Companies after the Closing Date; provided, however, that such claims are not subject to indemnification of the CAH Indemnified Parties under Section 10.2 and not caused in any material respect by the act or omission of a Shareholder Indemnified Person, which obligation shall survive for three (3) years from the Closing Date and in any case as to any claim for indemnity made prior to the expiration of its survival, it being further understood that nothing in this section shall limit any right of indemnification under Section 6.5; and

(d) any additional Taxes payable by the Shareholders arising out of the Asset Purchase Agreement whether relating to a Pre-Closing Tax Return or a Post-Closing Tax Return.

Section 10.4 Procedure for Indemnification - Third Party Claims.

(a) In order for a CAH Indemnified Person or a Shareholder Indemnified Person (the "Indemnified Person") to be entitled to any indemnification provided for under Section 10.2 or Section 10.3 of this Agreement in respect of, or arising out of, a Third Party Claim, such Indemnified Person must notify the Party from whom indemnification is sought (the "Indemnifying Party") in writing of the Third Party Claim within ten (10) business days after receipt by the Indemnified Person of written notice of the Third Party Claim; provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent that the Indemnifying Party shall have been materially prejudiced as a result of such failure. Thereafter, the Indemnified Person shall deliver to the Indemnifying Party, within five (5) business days after receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Person relating to the Third Party Claim.

(b) If a Third Party Claim is made against an Indemnified Person, the Indemnifying Party will be entitled to participate in the related Proceeding and, if it so chooses, assume and control the defense of such Third Party Claim with counsel satisfactory to the Indemnified Person.; provided, however, that the Indemnifying Party shall not be entitled to assume and control the defense of such Proceeding if (i) the Indemnifying Party is also a party to such Proceeding and the Indemnified Person



determines in good faith that joint representation would be inappropriate, or (ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Person of its financial capacity and willingness to actively and appropriately defend such Proceedings and provide indemnification with respect to such Third Party Claim. If the Indemnifying Party assumes the defense of such Third Party Claim, (i) it will be conclusively established for purposes of this Agreement that the Third Party Claim is within the scope of and subject to indemnification; (ii) no compromise or settlement of the Third Party Claim may be effected by the Indemnifying Party without the Indemnified Person's consent (except for any compromise or settlement consisting solely of money damages paid in full by the Indemnifying Party) ; and (iii) the Indemnified Person will have no liability with respect to any compromise or settlement of such Third Party Claim effected without its consent. If written notice is given to an Indemnifying Party of the commencement of a Third Party Claim and the Indemnifying Party does not, within twenty (20) days after such notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third Party Claim (to the extent permitted pursuant to Section 10.4(a)), the Indemnifying Party will be bound by any determination made in any related Proceeding or any compromise or settlement effected by the Indemnified Person.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third Party Claim may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by written notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle such Third Party Claim at the sole cost and expense of the Indemnifying Party.

(d) For the avoidance of doubt, any disputes over either entitlement to or the amount of indemnity as between the parties are subject to the arbitration provisions of Section 11.10.

Section 10.5 Procedure for Indemnification – Other Claims. A claim for indemnification for any matter not involving a Third Party Claim may be asserted by written notice to the Party from whom indemnification is sought.

Section 10.6 Limitations on Claims.

(a) The maximum aggregate liability of the Shareholders to the CAH Indemnified Persons under Section 10.2(a) shall not exceed an amount equal to fifteen percent (15%) of the Purchase Price (the "Cap"), and CAH, on behalf of itself and the other CAH Indemnified Persons, agrees not to seek, and shall not be entitled to recover, any Damages under Section 10.2(a) in excess of the Cap. Notwithstanding the foregoing, the Cap shall not limit any recovery by the CAH Indemnified Persons (i) in the case of fraud, (ii) in any action involving a breach of Section 2.2 [Authorization and Validity], or 2.3 [Capitalization], or (iii) in any claim for Damages under Sections 10.2(b), 10.2(c), 10.2(d), 10.2(e), 10.2(f), or 10.2(g).

(b) No CAH Indemnified Persons shall be entitled to recover any Damages pursuant to Section 10.2(a) unless the aggregate amount of all Damages for which CAH Indemnified Persons would, but for this sentence, be entitled to receive indemnification pursuant to Section 10.2(a) exceeds an amount equal to $1,000,000 (the "Damage Threshold"), and then only for such Damages in excess of the Damage Threshold. Notwithstanding the foregoing, the limitation in this Section 10.5(b) shall not apply (i) in the case of fraud, (ii) in any claim for breach of Section 2.2 [Authorization and Validity] or 2.3 [Capitalization] or (iii) in any claim for Damages under Sections 10.2(b), 10.2(c), 10.2(d), 10.2(e), 10.2(f), or 10.2(g).



(c) Other Indemnification Proceeds. Any calculation of Damages for purposes of this Article V shall be reduced to take account of any amounts actually recovered by the Indemnified Person pursuant to any indemnification by or under any indemnification agreements with any third party (net of any costs incurred to obtain such recovered amounts). If such Indemnified Person receives such net recovery prior to the time such claim is paid, then the amount payable by the Indemnifying Party pursuant to such claim shall be reduced by the amount of such net recovery. If such Indemnified Person receives such net recovery after such claim has been paid, then such Indemnified Person shall promptly repay any portion of such amount which was previously paid by the Indemnifying Party to such Indemnified Person in satisfaction of such claim.

(d) Tax Treatment. Any indemnification payments under this Article X shall be treated, for Tax purposes, as adjustments to the Purchase Price.

Section 10.7 Exclusive Remedy. From and after the Closing, except as otherwise specifically set forth herein (for example, with respect to determinations by the Independent Accountants), the indemnification provisions set forth in this Article X are the sole and exclusive remedies with respect to all claims arising out of or relating to the subject matter of this Agreement; provided, however, that nothing herein shall preclude any Party hereto from seeking an equitable remedy or from bringing any action based on fraud or willful or criminal misconduct.

Section 10.8 Guaranty of Guarantors.

(a) Guarantors do hereby unconditionally, absolutely and irrevocably guarantee the due and punctual payment of all amounts due and payable in connection with this Agreement by CAH LP, and Coach Am and the performance of all of CAH's LP's and Coach AM's obligations associated with this Agreement.

(b) Guarantors represent and warrants as follows:

Guarantors acknowledge that Shareholders would not enter this Agreement without this Guaranty;

Guarantors are not insolvent, as defined in the US Bankruptcy Code, and will not become insolvent as a result of this Guaranty;

Guarantors have reviewed and approved all the terms and conditions of the Agreement;

Guarantors have established adequate means of obtaining, and will obtain on a continuing basis, all financial and other information regarding the guaranteed obligations, any other guarantor, and the Agreement, without any obligation on the part of Shareholders or Companies to provide such information now or in the future, and Guarantors are not relying on Shareholders or Companies to provide such information, either now or in the future;

The obligations guaranteed are for commercial purposes only.

(c) Shareholders may deal exclusively with CAH LP, and Coach AM in all matters relating to the Agreement without notice to or the approval of Guarantors. Without limiting the generality of the foregoing, Guarantors agrees that CAH LP, and Coach AM may do or fail to do any of the following one or more times, without notice to or the approval of Guarantors, and without diminishing, altering, or otherwise affecting the liability of Guarantors hereunder:

Shareholders and CAH LP, and Coach AM may agree on any modification, extension,

renewal, and replacement of any of the terms and conditions of the Agreement;

Shareholders and CAH LP, and Coach AM may extend, renew, accelerate, or otherwise change the time for payment and performance of any of CAH obligations;

Shareholders may forbear from pursuing CAH LP, and Coach AM, any other Guarantors, or any other person;

Shareholders are not required to notify Guarantors of Shareholders' acceptance of this Guaranty;

Shareholders are not required to notify Guarantors of any default; and

Shareholders are not required to make presentment and demand for payment, protest, or notice of demand, protest, dishonor and nonpayment.

(d) Guarantors waive any act or thing which might otherwise be deemed a legal or equitable discharge of a surety; including without limitation, any defense based on the lack of diligence or any delay in enforcing, or any waiver of or failure to enforce, any right or remedy;

(e) Guarantors waive any right of reimbursement, contribution, recourse, or any other right or remedy of Guarantors against CAH LP, and Coach AM, any other guarantor, or any other person to recover amounts which Guarantors are obligated to pay under this Guaranty, except for any right of subrogation after fulfillment of all obligations of CAH LP, and Coach AM under the Agreement.

(f) If any payment under this Agreement made by CAH LP, and Coach AM is reclaimed in bankruptcy, or a receivership proceeding, Guarantors shall pay to Shareholders the amount so reclaimed.

(g) This Guaranty shall terminate upon full performance of CAH LP's, and Coach AM obligations under the Agreement; provided that it shall be automatically reinstated without notice if any payment is reclaimed in a bankruptcy or receivership proceeding, until Guarantors pays Shareholders the amount so reclaimed.

(h) The obligations of each Guarantor under this Guaranty are joint and several with, and separate, independent and distinct from, the obligations of CAH LP, and Coach AM, any other Guarantor, or any other person. This Guaranty may be enforced against Guarantors without attempting to collect from CAH LP, and Coach AM or any other Guarantors, or any other person, and without attempting to compel CAH LP, and Coach AM or any other person to perform CAH LP's, and Coach AM obligations.

(i) This Guaranty is binding upon and enforceable against each Guarantor's successors and assigns. This Guaranty constitutes the complete and entire understanding between Shareholders and Guarantors with respect to this Guaranty and no course of prior dealing between the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used to supplement or modify the terms of this Guaranty. There are no conditions to the full effectiveness of the Guaranty. This Guaranty may be changed, modified or supplemented, if at all, only through a writing signed by Guarantor and Shareholders. If any provision of this Guaranty is invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Guaranty and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.

(j) Anything to the contrary notwithstanding, the Companies shall not become Guarantors until the day after the closing, at which time they automatically shall become Guarantors.



## ARTICLE XI
## MISCELLANEOUS

Section 11.1 Amendment and Waiver. No provision of this Agreement may be amended, modified, supplemented or waived except by an instrument in writing executed by all of the Parties hereto or, in the case of an asserted waiver, executed by the Party against which enforcement of the waiver is sought. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

Section 11.2

(a) Assignment: Neither this Agreement nor any right created hereby shall be assignable by any Party hereto, except with the written consent of the other parties.

(b) Third-Party Rights. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to Section 11.2(a).

(c) Binding Effect. This Agreement shall be binding on all successors and assignees.

Section 11.3 Notice. Any notice or communication must be in writing and given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same by hand delivery (including by a nationally recognized overnight carrier) or by fax. Such notice shall be deemed received on the date on which it is delivered or faxed (with confirmation received). For purposes of notice, the addresses of the Parties shall be:

If to the Companies, the Shareholders, or Shareholder Representative:
Tom Goebel
13315 Brookpark Rd.
Brook Park, OH 44142

With a required copy to:
Hermann, Cahn & Schneider, LLP
1301 East 9th Street
Cleveland, Ohio 44114
Fax: 216.781.1030
Attention: Robert Warren, Jr.

If to CAH or Group Holdings:
c/o Coach America Holdings, Inc.
5430 LBJ Freeway
3 Lincoln Center
Suite 1075
Dallas, TX 75240
Fax: 972-354-3524
Attention: David Carroll



With a required copy to:
Fenway Partners
152 West 57th Street
59th Floor
New York, NY 10019
Fax: (212) 581-1205
Attention: Gregg Smart

And:
Scudder Law Firm, P.C., L.L.O.
411 South 13th Street
Suite 200
Lincoln, Nebraska 68508
Fax: (402) 435-4239
Attention: Mark Scudder

Any Party may change its address for notice by written notice given to the other Parties in accordance with this Section 11.3. Notwithstanding the foregoing, any notice required to be delivered to any of the Shareholders may be delivered to the Shareholder Representative in accordance with Section 6.4, and any such notice shall be deemed received by all Shareholders on the date on which it is delivered or faxed to the Shareholder Representative.

Section 11.4 Public Announcements. CAH will consult with the Shareholder Representative regarding the contents of the public announcement of the Contemplated Transactions and will take into consideration the reasonable requests of the Shareholder Representative with respect to such public announcement. The Shareholder Representative, the Companies and CAH will consult with each other concerning the means by which the Companies' employees, customers, and suppliers and others having dealings with the Companies will be informed of the Contemplated Transactions.

Section 11.5 Entire Agreement. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter (including the Letter of Intent between CAH and the Shareholder dated February 15th, 2008), and constitutes (together with the Schedules and Exhibits hereto and the other Transaction Documents) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.

Section 11.6 Transaction Expenses. Except as otherwise provided herein or as otherwise may be specifically provided in writing by the Parties, each party hereto shall bear its own costs and expenses in connection with this Agreement and the Contemplated Transactions or any transactions considered by the Companies as alternatives, including, without limitation, all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties (the "Transaction Expenses"), whether or not the Contemplated Transactions hereby are consummated.

Section 11.7 Further Assurances. The Shareholder, the Companies, and CAH, from time to time after the Closing at the request of any other Party hereto, and without further consideration, shall execute and deliver further instruments of transfer and assignment and take such other action as a Party may reasonably require to fully implement the provisions of this Agreement and the other Transaction Documents.

Section 11.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force



and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

Section 11.9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the state of Ohio without reference or regard to the conflicts of law rules thereof.

Section 11.10 Arbitration; Waiver of Jury Trial.

(a) Except as otherwise specifically provided herein (for example, with respect to determinations by the Independent Accountants), and disputes with respect to the Noncompetition Agreements, the parties agree that all controversies, claims, and disputes of any nature arising directly or indirectly out of this Agreement or any of the transactions contemplated hereby will be arbitrated under the American Arbitration Association's (the "AAA") Commercial Arbitration Rules. The arbitration will occur in the City of Cleveland, Ohio, pursuant to the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* or, if not applicable, under applicable state law. As more particularly provided in Section 11.9, the law of the state of Ohio shall govern the resolution of disputes and the enforcement of rights pursuant to this Agreement.

(b) Any party may invoke arbitration under the provisions of this Section 11.10 by giving written notice thereof to the other party, and specifying the claims, disputes, and issues to be arbitrated. The parties shall make a good faith effort within the period of sixty (60) calendar days following receipt of such notice by the other party to resolve the issues specified in the notice, but if the issues have not been resolved at the conclusion of such sixty (60) day period, either party may demand that arbitration proceed by giving a second written notice thereof to the other party, specifying the issues to be arbitrated. There shall be three arbitrators, unless the Parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, Shareholder shall select one arbitrator and CAH shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the AAA (whether selected by the parties or the AAA, and whether a single arbitrator or a panel of three, the "Arbitrator"). The decision in writing of at least two of the three arbitrators shall be final and binding upon the Parties. In all instances, the arbitrators shall be knowledgeable in the field of business law and acquisitions. No Arbitrator shall have the power to restrain any act of any party, but the Arbitrator shall have the power to compel any party to perform any obligation under this Agreement.

(c) Each party in any arbitration or court action arising hereunder shall be responsible for its own attorney's fees, expenses, and costs, including expert witness fees, without the right of the Arbitrator to award or allocate such fees and expenses to either party and the Parties shall share equally the fees and expenses of the AAA and the arbitrators.

(d) Judgment may be entered on any award made by the Arbitrator by the United States District Court for the state of Ohio, or, in the event that court lacks jurisdiction to do so by any other state court of competent jurisdiction. Upon review by the applicable court, the award may be vacated, remanded, modified, or corrected (i) where the award is contrary to the terms of this Agreement, (ii) where the award is otherwise contrary to Ohio law, (iii) where the award is contrary to the authority granted to the Arbitrator under this Section 11.10, or (iv) on such terms as are provided for in the Federal Arbitration Act or, if not applicable, under applicable state law.

(e) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO IT THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.10.

Section 11.11 Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

Section 11.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Section 11.13 Number and Gender. Whenever the context requires, references in this Agreement to the singular number shall include the plural, the plural number shall include the singular and words denoting gender shall include the masculine, feminine and neuter.

Section 11.14 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 11.15 Waiver; Remedies Cumulative. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COACH AMERICA HOLDINGS, INC.

By: _____



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COACH AM GROUP HOLDINGS CORP.

By: _____
Michael Haley, President



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COACH AMERICA GROUP HOLDINGS, L.P.

By: _____
Gregg Smart, Manager, Coach Am GP, LLC

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LAKEFRONT LINES, INC.

By: _____
Tom Goebel, President



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

HOPKINS AIRPORT LIMOUSINE SERVICE, INC.

By: _____
Tom Goebel, President



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: Michael F. Goebel
Michael Goebel, Shareholder, Lakefront Lines, Inc.



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
Thomas Goebel, Shareholder, Lakefront Lines, Inc.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
John Goebel, Shareholder, Lakefront Lines, Inc.



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
Christopher V. Goebel, Shareholder, Hopkins Airport Limousine Service, Inc.



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
James B. Goebel, Shareholder, Hopkins Airport Limousine Service, Inc.



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
Jeffrey P. Goebel, Shareholder, Hopkins Airport Limousine Service, Inc.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
John P. Goebel, Shareholder, Hopkins Airport Limousine Service, Inc.



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
Maura C. Kuchta, Shareholder, Hopkins Airport Limousine Service, Inc.



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
Michael F. Goebel, Shareholder, Hopkins Airport Limousine Service, Inc.



IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____
Thomas G. Goebel, Shareholder, Hopkins Airport Limousine Service, Inc.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**COACH AMERICA GROUP HOLDINGS, L.P., GUARANTOR**

By: _____
W. Gregg Smart, Manager, Coach AM GP, LLC

Signature Page to Stock Purchase Agreement - Guarantor

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**COACH AM GROUP HOLDINGS CORP., GUARANTOR**

By: _____
Michael Haley, President

Signature Page to Stock Purchase Agreement - Guarantor

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**CLSA LEASING, LLC, GUARANTOR**

By: _____

Signature Page to Stock Purchase Agreement - Guarantor

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**COACH AM HOLDINGS CORP., GUARANTOR**

By: _____
Michael Haley, President

Signature Page to Stock Purchase Agreement - Guarantor

## EXHIBIT A

### Definitions

"2008 Bonus Amount" shall have the meaning set forth in Section 6.6 hereof.

"AAA" shall have the meaning set forth in Section 11.10(a).

"Accounts Receivable" shall have the meaning set forth in Section 2.12 hereof.

"Adjusted Working Capital" shall have the meaning set forth in Section 1.5(a)(i) hereof.

"Affiliate" means, with respect to any Person, any other Person or group of affiliated Persons directly or indirectly controlling (including without limitation all directors and executive officers of such Person), controlled by or under direct or indirect common control with such Person. For purposes of this definition, (i) a Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such other Person, and (ii) a Related Person shall be deemed to be an Affiliate of that Person.

"Agreement" shall have the meaning set forth in the preamble of this Agreement.

"Allocation Schedule" shall have the meaning set forth in Section 6.1(c)(ii) hereof.

"Alternate Transaction" shall have the meaning set forth in Section 4.8.

"Applicable Equipment Documents" shall have the meaning set forth in Section 2.26(b) hereof.

"Arbitrator" shall have the meaning set forth in Section 11.10(b).

"Asset Purchase" shall have the meaning set forth in Section 5.5(a).

"Asset Purchase Agreement" shall have the meaning set forth in Section 1.4(a)(xi).

"Asset Purchase Tax Adjustment" shall have the meaning set forth in Section 5.5(c).

"Asset Purchase Tax Adjustment Schedule" shall have the meaning set forth in Section 5.5(c).

"Balance Sheet Date" shall have the meaning set forth in Section 2.8 hereof.

"Baseline EBITDA" shall mean the amount of $9,000,000.00.

"Basic Representation Survival Period" shall have the meaning set forth in Section 10.1 hereof.

"Benchmark Adjusted Working Capital" shall have the meaning set forth in Section 1.5(a)(ii) hereof.

"Benefit Arrangements" include each "employee benefit plan", as defined in Section 3(3) of ERISA, and all other material fringe benefit, cafeteria, welfare, and retirement plans and arrangements established, maintained, contributed to, or obligated to be contributed to by the Companies or any ERISA Affiliate thereof, whether or not any such plan or arrangement is otherwise exempt from some or all of the provisions of ERISA.



"Benefit Plan" shall have the meaning set forth in Section 2.16(a) hereof.

"CAH" shall have the meaning set forth in the preamble of this Agreement.

"CAH Adjustment Amount" shall have the meaning set forth in Section 1.5(e)(ii) hereof.

"CAH Indemnified Person" shall have the meaning set forth in Section 10.2 hereof.

"Cap" shall have the meaning set forth in Section 10.6(a) hereof.

"Closing" shall have the meaning set forth in Section 1.3 hereof.

"Closing Adjusted Working Capital" shall have the meaning set forth in Section 1.5(a)(iv) hereof.

"Closing Amount" shall have the meaning set forth in Section 1.2(a) hereof.

"Closing Balance Sheet" shall have the meaning set forth in Section 1.5(b) hereof.

"Closing Payment Certificate" shall have the meaning set forth in Section 1.2(b).

"Closing Payment Schedule" shall mean the schedule referenced in Section 1.2(b).

"Closing Date" means the date on which the Closing occurs.

"Coaches" shall have the meaning set forth in Section 6.8 hereof.

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

"Companies" shall have the meaning set forth in the preamble of this Agreement.

"Companies' Knowledge" means the Knowledge of the following individuals, in each case after reasonable investigation with appropriate personnel of the Companies: Tom Goebel and Chris Goebel.

"Consent" means any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

"Contemplated Transactions" shall have the meaning set forth in Section 2.5 hereof.

"Contingent Obligation" means, as to any Person, any direct or indirect liability of such Person with respect to any indebtedness, lease, dividend, guaranty, letter of credit or other obligation (each a "primary obligation") of another Person (the "primary obligor"), whether or not contingent, (i) to purchase, repurchase or otherwise acquire any such primary obligation or any property constituting direct or indirect security therefor, or (ii) to advance or provide funds (A) for the payment or discharge of any such primary obligation, or (B) to maintain working capital or equity capital of the primary obligor in respect of any such primary obligation or otherwise to maintain the net worth or solvency or any balance sheet item, level of income or financial condition of such primary obligor, or (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor thereof to make payment of such primary obligation, or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss or failure or inability to perform in respect thereof.



"Contract" shall mean any agreement, contract, obligation, promise, or undertaking that is legally binding.

"Covenants" shall have the meaning set forth in Section 10.2(b).

"Damage Threshold" shall have the meaning set forth in Section 10.6(b) hereof.

"Damages" shall have the meaning originally set forth in Section 10.2 and 10.3 hereof.

"Debt" means, as to any Person, without duplication (including all such items incurred by any partnership or joint venture as to which such Person is liable as a general partner or joint venturer):

(a) all indebtedness in respect of money borrowed, including, without limitation, all obligations under capitalized leases, all amounts outstanding under accounts receivable securitizations (including all obligations of special purpose entities utilized to effect such securitizations), all obligations under synthetic leases, all subordinated indebtedness, the deferred purchase price of any property or services, the aggregate face amount of all surety bonds, letters of credit, and bankers' acceptances, and (without duplication) all payment and reimbursement obligations in respect thereof whether or not matured, evidenced by a promissory note, bond, debenture or similar written obligation for the payment of money (including reimbursement agreements and conditional sales or similar title retention agreements), any past due interest amounts or penalties related to any of the foregoing, other than trade payables and accrued expenses incurred in the ordinary course of business;

(b) any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all agreements, devices or arrangements designed to protect at least one of the parties thereto from the fluctuations of interest rates, exchange rates or forward rates, including fuel prices, applicable to such party's assets, liabilities or exchange transactions, including, but not limited to, Dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts, warrants and those commonly known as interest rate "swap" agreements and forward fuel purchase contracts, commitments, or options; (ii) all other "derivative instruments" as defined in FASB 133 and which are subject to the reporting requirements of FASB 133; and (iii) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing;

(c) all indebtedness secured by any Lien on any property or asset owned or held by such Person regardless of whether the indebtedness secured thereby shall have been assumed by such Person or is non-recourse to the credit of such Person;

(d) any and all required contributions to, and/or underfunding of, Benefit Plans, including but not limited to any such requirements under multi-employer plans; and

(e) all Contingent Obligations of such Person.

The term Debt shall not include accounts payable or the obligations under the Asset Purchase Agreement.



"DOT" means the U.S. Department of Transportation, including the FHWA and FMCSA.

"Earnout Amounts" shall have the meaning set forth in Section 1.7.

"Earnout Objection Notice" shall have the meaning set forth in Section 1.7(d)(i).

"EBITDA" shall mean the EBITDA calculated in a form and manner and on a basis consistent with the form and manner of and basis on which the Sample Statement of Adjusted EBITDA attached hereto as Schedule 1.7, and for the purpose of calculating the Earnout Amounts shall also be subject to the adjustments set forth in Section 1.7(c).

"Employment Agreements" shall have the meaning set forth in Section 1.4(a)(x).

"Environmental Laws" means, as they exist on the date hereof and as of the Closing Date, all applicable Legal Requirements relating to pollution or protection of human health (as relating to the environment or the workplace) and the environment (including ambient air, surface water, ground water, land surface or sub-surface strata), including Legal Requirements relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern, including, but not limited to Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., each as may have been amended or supplemented, and any applicable environmental transfer statutes or Legal Requirements.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974 or any successor law, and regulations and rules issued pursuant to that Act or any successor law.

"ERISA Affiliate" shall mean, with respect to a Party, any other person that, together with that Party, would be treated as a single employer under Code § 414.

"Extended Representation Survival Period" shall have the meaning set forth in Section 10.1 hereof.

"Excluded Assets" shall have the meaning set forth in Section 4.10 hereof.

"FASB 133" means Statement of Financial Accounting Standards No. 133.

"FHWA" shall have the meaning set forth in Section 2.26(c) hereof.

"Financial Statements" shall have the meaning set forth in Section 2.8 hereof.

"Financing" shall have the meaning set forth in Section 3.7 hereof.

"First Earnout Amount" shall have the meaning set forth in Section 1.7.

"First Full Year" shall mean the calendar year 2008.

"FMCSA" shall have the meaning set forth in Section 2.26(c) hereof.

"Governmental Authorizations" shall mean all permits, authorizations, certificates, approvals, registrations, variances, exemptions, rights of way, franchises, privileges, immunities, grants, ordinances, licenses and other rights of every kind and character relating to the business and operations of the Companies or all or any of the assets of the Companies, including but not limited to permits and authorizations granted by the DOT, STB, and FHWA.

"Governmental Body" means any (i) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Group Holdings" shall have the meaning set forth in the preamble of this Agreement.

"Historical Financial Statements" shall have the meaning set forth in Section 2.8 hereof.

"Hopkins" shall have the meaning set forth in the preamble of this Agreement.

"Indemnified Person" shall have the meaning set forth in Section 10.4(a) hereof.

"Indemnifying Party" shall have the meaning set forth in Section 10.4(a) hereof.

"Independent Accountants" shall have the meaning set forth in Section 1.5(d) hereof.

"Interim Financial Statements" shall have the meaning set forth in Section 2.8 hereof.

"Intellectual Property" means all intellectual property owned or licensed in which the Companies have a proprietary interest, including the Companies' name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks, and applications, all patents, patent applications, inventions, and discoveries that may be patentable, all registered and unregistered copyrights in both published works and unpublished works, all rights in mask works, all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings, and blue prints, and all rights in internet web sites and internet domain names presently used by the Companies.

"IRS" means the Internal Revenue Service or any successor agency.

"Knowledge" means actual knowledge.

"Lakefront" shall have the meaning set forth in the preamble of this Agreement.

"Leased Real Property" shall have the meaning set forth in Section 2.10(a) hereof.

"Legal Requirement" shall mean for any Person any law, treaty, regulation, rule, order, judgment, or decree, or any other determination or requirement having the force of law, of a governmental authority applicable to or binding on such Person or any of its property or to which such Person or any of its property is subject.

"Liability" or "Liabilities" means any and all Debts, liabilities, obligations, and commitments, whether known or unknown, asserted or unasserted, fixed, absolute, or contingent, matured or unmatured,



accrued or unaccrued, liquidated or unliquidated, due or to become due, whenever or however arising (including, without limitation, whether arising out of any contract or tort based on negligence, strict liability, or otherwise).

"Lien" shall mean any mortgage, lien, pledge, claim, charge, security interest or encumbrance of any kind, including without limitation the interest of a vendor or lessor under any conditional sale agreement, capital lease obligation or other title retention agreement, or any agreement to create or grant any of the foregoing or prohibiting the Companies from granting Liens on their respective assets.

"LLC or LLCs" shall mean TMJ, LLC, TMJ Toledo, TMJ Columbus, TMJ Brookpark, TMJ Fairfield, and TMJ Marietta, which companies are under the control and direction of Shareholders.

"LLC Adjustment" means an amount equal to all obligations for principal, interests, and all other amounts owed as of the Closing Date by the LLCs under those certain notes made by them in favor of Lakefront all dated March 31, 2005, in principal face amount of $2,202,042.76. As of the April 16, 2008, the principal and interest amount outstanding under those certain notes is $2,206,390.70 and interest accrues at the rate of $271.75 per day.

"Material Contract" shall have the meaning set forth in Section 2.20(a) hereof.

"Materially Adverse Effect" or "Materially Adverse Change" means any change, circumstance, or effect that does have, or is reasonably likely to have, a materially adverse effect on the business, operations, assets, liabilities, cash flows, or prospects of the Companies taken as a whole, or the ability of the Companies or the Shareholder to perform its obligations under this Agreement or consummate the Contemplated Transactions; provided, however, that Materially Adverse Effect and Materially Adverse Change shall not include any adverse changes or conditions as and to the extent such changes or conditions result from (i) changes that adversely affect the United States economy generally or the business of the Companies (except that such changes shall be disregarded to the extent such changes disproportionately affect the Companies); or (ii) the taking of any action by the Companies which is required by or contemplated by this Agreement; provided, further, however, that Materially Adverse Effect and Materially Adverse Change shall include, without limitation, (x) any decrease of more than 20% in the revenue or EBITDA of the Companies for the twelve months ending on the earliest Balance Sheet Date compared with the revenue and EBITDA, respectively, of the Companies for the twelve months ended December 31, 2007, excluding seasonal variations in revenue and EBITDA, and further setting aside those attributable to the actions required by or contemplated by this Agreement (including the removal of the Excluded Assets from the Companies),

"Materials of Environmental Concern" means chemicals, pollutants, contaminants, hazardous materials, hazardous substances and hazardous wastes, medical waste, toxic substances, petroleum and petroleum products and by-products, asbestos-containing materials, PCBs, and any other chemicals, pollutants, substances or wastes, in each case so defined, identified, or regulated under any Environmental Law.

"Most Recent Balance Sheets" shall have the meaning set forth in Section 2.8 hereof.

"Multi-Employer Plan" shall have the meaning set forth in ERISA § 3(37)(A).

"Noncompetition Agreements" shall have the meaning set forth in Section 1.4(a)(vi) hereof.

"Objection Notice" shall have the meaning set forth in Section 1.5(c) hereof.



"Obligee" shall have the meaning set forth in Section 6.8 hereof.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, Governmental Body, or by any arbitrator.

"Ordinary Course of Business" shall mean an action taken by a Person only if: (a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person; (b) such action is not required to be authorized by the board of directors of such Person (or by any Person or group of Persons exercising similar authority); and (c) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

"Organizational Documents" shall mean (a) the articles or certificate of incorporation, the code of regulations; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (e) any amendment to any of the foregoing.

"Owned Real Property" shall have the meaning set forth in Section 2.10(a) hereof.

"Party" and "Parties" shall have the meanings set forth in the preamble of this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Pension Plan" shall have the meaning given in ERISA § 3(2)(A).

"Permitted Lien" means (a) any Lien approved in writing by CAH, (b) any Lien for Taxes or other governmental charges or assessments which are not delinquent or which are being contested in good faith through appropriate proceedings and adequate reserves to pay the same have been established in the Financial Statements, (c) any Lien of any landlord, carrier, warehouseman, mechanic or materialman and any like Lien arising in the Ordinary Course of Business for sums that are not delinquent or which are being contested in good faith through appropriate proceedings and adequate reserves to pay the same have been established in the Financial Statements , (d) any Lien of the lender, lessor or other financing source (i) securing indebtedness for borrowed money, or (ii) on assets leased under a capitalized lease obligation, each to the extent (in either case) that such indebtedness for borrowed money or capital lease is reflected in the Financial Statements, (e) recorded easements and recorded rights of way; (f) Legal Requirements regulating the use or enjoyment of the applicable property, or (g) with respect to Leased Real Property, Liens which encumber the fee interest in such property.

"Person" means any individual, corporation, partnership, limited liability company, trust, joint venture, unincorporated association or other enterprise or any governmental authority.

"Plan" shall have the meaning given in ERISA § 3(3).

"Plan Sponsor" shall have the meaning given in ERISA § 3(16)(B).

"Post-Closing Tax Returns" shall have the meaning set forth in Section 6.1(a) hereof.



"Pre-Closing Cash Payment" means the payment of a cash dividend by the Companies to the Shareholders at or prior to the Closing in the Companies' good-faith estimate (reasonably acceptable to CAH) that the Closing Adjusted Working Capital will exceed the Benchmark Adjusted Working Capital, provided that such cash payment shall not exceed the Companies' good-faith estimate (reasonably acceptable to CAH) of the amount of the excess Closing Adjusted Working Capital over Benchmark Adjusted Working Capital.

"Pre-Closing Tax Returns" shall have the meaning set forth in Section 6.1(a) hereof.

"Proceeding" means any action, arbitration, mediation, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body, arbitrator, or mediator.

"Purchase Price" shall have the meaning set forth in Section 1.2(a) hereof.

"Real Property" shall have the meaning set forth in Section 2.10(a) hereof.

"Real Property Documents" shall have the meaning set forth in Section 2.10(e) hereof.

"Real Property Leases" shall have the meaning set forth in Section 2.10(a) hereof.

"Reasonable Best Efforts" shall mean the commercially reasonable efforts that a prudent Person desirous of achieving a result would use in similar circumstances: provided, however, that an obligation to use Reasonable Best Efforts under this Agreement does not require the Person subject to that obligation to take actions that would result in a materially adverse change in the benefits to such Person of this Agreement and the Contemplated Transactions.

"Registered Intellectual Property" shall have the meaning set forth in Section 2.25(a) hereof.

"Related Person" shall have the following meaning: the individual, the individual's spouse, and any other natural person who is related to the individual or the individual's spouse within the second degree.

"Replacement Equipment" shall have the meaning set forth in Section 6.8.

"Representatives" means, with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

"Retention Bonus Deferral" shall have the meaning set forth in Section 6.7.

"Second Earnout Amount" shall have the meaning set forth in Section 1.7.

"Second Full Year" shall mean the calendar year 2009.

"Section 338(h)(10) Election" shall have the meaning set forth in Section 6.1(e)(i) hereof.

"Securities Act" means the Securities Act of 1933, as amended.

"Seller Opinion" shall have the meaning set forth in Section 1.4(a)(viii) hereof.

"Shares" shall have the meaning set forth in the recitals of this Agreement.

"STB" means the United States Surface Transportation Board.

"Shareholder Representative" shall have the meaning set forth in Section 6.4(a).

"Shareholders" shall have the meaning set forth in the preamble of this Agreement.

"Shareholders Adjustment Amount" shall have the meaning set forth in Section 1.5(e)(i) hereof.

"Shareholders Disclosure Schedule" shall mean the disclosure document delivered by the Shareholder pursuant to the terms of this Agreement.

"Shareholder Indemnified Persons" shall have the meaning set forth in Section 10.3 hereof.

"Shareholders Release" shall have the meaning set forth in Section 1.4(a)(vii) hereof.

"Statement of Adjusted EBITDA" shall have the meaning set forth in Section 1.7(c).

"Survival Periods" shall have the meaning set forth in Section 10.1 hereof.

"Tax Returns" shall have the meaning set forth in Section 2.14(a) hereof.

"Tax Adjustment" shall have the meaning set forth in Section 6.1(c)(iii) hereof.

"Tax Adjustment Schedule" shall have the meaning set forth in Section 6.1(c)(iii) hereof.

"Taxes" shall mean any federal, state, local or foreign taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions, including without limitation all income tax, unemployment compensation, social security, payroll, sales and use, highway use, fuel, excise, privilege, property, ad valorem, franchise, license, school and any other tax or similar governmental charge or imposition under any Legal Requirement.

"Third Party Claims" means any claim against any Indemnified Person by a Third Party.

"Title IV Plan" means a Pension Plan that is subject to Title IV of ERISA, other than Multi-Employer Plans.

"Transaction Documents" means, collectively, this Agreement, the Noncompetition Agreements, the Shareholder Releases, and all other documents and instruments executed in connection herewith.

"Transaction Expenses" has the meaning set forth in Section 11.6 hereof.

"Transaction Payments" means the payments required to satisfy the obligations of the Companies and the Shareholders under Section 4.4, and under the last sentence of Section 4.9, to the extent such obligations have not been previously satisfied.

"Withdrawal Liability" shall have the meaning set forth in Section 2.16(d)(xii) hereof.

"Working Capital Adjustment Amount" shall have the meaning set forth in Section 1.5(a)(iv) hereof.



Exhibit B

Subordinated Note

## SUBORDINATED PROMISSORY NOTE

$_____ _____, 200__

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Coach Am Group Holdings Corp, ("Maker"), promises to pay to the order of _____ ("Holder"), his heirs, successors and assigns, at such place as the Holder hereof may from time to time designate in writing, the principal sum of _____ and 00/100 Dollars ($_____.00) plus simple interest, which shall be added to the principal amount at the prime rate of interest (as the same may be published by the Wall Street Journal from time to time) + 1 percent (1%) per annum as it may vary from time to time, on the actual unpaid balance of that principal sum from the date of this Note. Upon maturity of this Note as set forth below, payment will be made on demand in legal and lawful money of the United States of America.

This Note shall be mature, due and immediately payable upon the occurrence of any of the following:

a. A default, as specified below in Section 3; or

b. A Change of Control (as defined in the Amended and Restated Agreement of Limited Partnership of Group Holdings, dated as of April 20, 2007 (as such agreement may be amended, restated or otherwise modified through the date of issuance of such limited partnership interests)).

1. Prepayment. Maker shall have the right and privilege to prepay, with interest to the date of prepayment, but without payment of any prepayment penalty, all or any portion of the obligation hereunder at any time prior to the demand for the payment of the entire principal and interest amount thereon.

2. Subordination.

(a) To induce current and future debt holders of Maker and its subsidiaries to extend and continue to extend credit to Maker and its subsidiaries, and in consideration thereof, the indebtedness evidenced by this Note is expressly subordinated in right of payment to the payment of both principal and interest on (i) indebtedness arising under the First Lien Credit Agreement, dated as of April 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Coach Am Holdings Corp., a Delaware corporation, Coach Am Acquisition Corp., a Delaware corporation, CAH, the several banks and other financial institutions or entities from time to time parties thereto, and Bear Stearns Corporate Lending Inc., as Administrative Agent and as Collateral Agent, (ii) indebtedness arising under the Second Lien Credit Agreement, dated as of April 20, 2007 (as amended, supplemented or



otherwise modified from time to time, the "Second Lien Credit Agreement"), among Coach Am Holdings Corp., a Delaware corporation, Coach Am Acquisition Corp., a Delaware corporation, CAH, the several banks and other financial institutions or entities from time to time parties thereto, and Bear Stearns Corporate Lending Inc., as Administrative Agent and as Collateral Agent and (iii) indebtedness of Maker and its subsidiaries that, by the terms of the instrument creating or evidencing such indebtedness, is expressly designated as "senior indebtedness" and is senior in right of payment to this Note (collectively, "Senior Debt"). The terms and conditions of the subordination of the indebtedness evidenced by this Note may be set forth in detail in separate subordination agreements, to be executed by the Holder upon request of any holder of Senior Debt. The Holder agrees, upon notice, to execute any and all subordination agreements as may be required by the holders of Senior Debt (the "Senior Debt Holders").

(b) If there shall be a default by Maker under the terms of any Senior Debt, then unless and until such default shall have been cured or the obligations under the Senior Debt shall have been paid in full, the Holder of this Note shall not be entitled to receive or accept any payment from the undersigned with respect to this Note, unless permitted by Senior Debt Holder(s).

3. Default. A default by Maker will occur on the failure of Maker to comply with any of the promises contained in this Note. Furthermore, a default will occur on the dissolution, termination of existence, insolvency, or cessation of business of Maker. The failure of Maker to pay its debts as they mature will result in a default by Maker, as will the appointment of a receiver for any material portion of CAH's assets, an assignment for the benefit of creditors of Maker, or the commencement against Maker or an endorser or guarantor of this note of a proceeding under the Federal Bankruptcy Act.

4. Acceleration. The Holder, or any subsequent holder, shall have the right to declare the entire principal of this Note together with all accrued interest and other sums payable in accordance with this Note to be immediately due and payable, upon the occurrence of any default. Upon such declaration, the entire outstanding balance shall be due and payable.

5. Waiver. Maker agrees (i) that the failure of Holder to exercise any rights or remedies granted hereunder shall not constitute a waiver of such rights or remedies or any other rights or remedies, or preclude the exercise of such rights or remedies at any time; and (ii) that failure of Holder to exercise or remedies hereunder, in the event of a breach hereof or a default hereunder, shall not be deemed a waiver of such breach or default or of any other or further breaches or default. In addition, Maker hereby waives demand, presentment for payment, notice of dishonor, protest and notice of protest, and diligence in collection and bringing suit, and agrees that Holder may extend the time for payment, accept partial payment, or take, exchange, or release security without discharging or releasing Maker.

6. Assignment. This Note shall not be assigned without the prior written consent of the other party.



7. Governing Law. This Note shall be construed and enforced in accordance with the laws of the State of Ohio.

8. Headings. Section headings used in this Note are for convenience only and shall not affect the construction of this Note.

9. Rights and Remedies. The rights and remedies set forth herein shall be cumulative and in addition to any other or further rights and remedies available at law or in equity. The invalidity or unenforceability of any term or provision of this Note, or the application of such term or provision to any person or circumstance, shall not impair or affect the remainder of this Note and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalid, but shall remain in full force and effect.

IN WITNESS WHEREOF, Maker has executed this Note after having read and understanding the language contained herein, as of the date first above written.

MAKER:

Coach Am Group Holdings Corp.

By: _____

Its: _____

Schedule 1.5(a)

Lakefront Lines, Inc.
Working Capital Statement - December 31, 2007
Amounts in 000's

| | Accounts | Lakefront Balance Sheet | Items excluded from Working Capital | Excluded assets | Items excluded at closing as part of transaction price | Items excluded during Hold Period | Adjusted Working Capital |
|---|---|---|---|---|---|---|---|
| Cash | 18,117 | 2,544 | | | (1,544) | | |
| Accounts receivable | 124,125,191,196 | 7,324 | (2,196) | | (8,176) | | |
| Taxes receivable | 127 | 127 | | | | | 127 |
| Prepaid expenses | 134,139 | 58 | | | | | 58 |
| Deposits | 1 | 1 | | | | | 1 |
| Prepaid taxes | 191 | 191 | | | (191) | | |
| Prepaid taxes | 191 | 191 | | | | | 191 |
| Total current assets | | 9,885 | (2,196) | | (9,911) | | 1,334 |
| Property, plant & equipment, net | 150,179 | 25,915 | (25,915) | | | | |
| Intangible assets | 148 | 10 | (10) | | | | |
| Deposits | 139 | 13 | (13) | | | | |
| Investments | 153,167 | 143 | (143) | | | | |
| Prepaid expenses (paid in advance) | 181 | 180 | (180) | | | | |
| Total assets | | 36,146 | (26,341) | | (9,911) | | 1,334 |
| Current portion long term debt | 243 | 1,969 | | | (1,969) | | |
| Accounts payable | 298 | 192 | | | | | 192 |
| Accrued expenses | 228,227,241 | 179 | | (96) | | | 324 |
| Accrued taxes (mostly during flow period) | | | | | | 1,896 | 1,896 |
| Accrued payroll tax | 231 | 294 | | | | | 294 |
| Accrued taxes | 236,238,240 | 34 | | | | | 34 |
| Sales tax payable | 246 | 1 | | | | | 1 |
| Deferred & unearned revenue | 249,221 | 519 | | (519) | | | |
| Total current liabilities | | 3,246 | | (615) | (1,969) | 1,896 | 2,559 |
| Deferred income tax | 248 | 4,132 | (4,132) | | | | |
| Long term debt | 233,238 | 1,291 | (1,291) | | | | |
| Total liabilities | | 8,669 | (5,423) | (615) | (1,969) | 1,896 | 2,559 |
| | Working Capital = (Current assets minus Current liabilities) | | | | | | (475) |

Notes:

A Notes payable amount is due in M-3 Cooler

B Long term debt is excluded from working capital

Schedule 1.5(b)

Hopkins Airport Limousine Service, Inc.
Working Capital Statement - December 31, 2007
Amounts in 000's

| | Accounts | Hopkins Balance Sheet | Items excluded from Working Capital | Excluded assets | Items excluded at closing as part of transaction price | Illustrative Working Capital | Notes |
|---|---|---|---|---|---|---|---|
| Cash | 107,113 | 136 | | (136) | | | |
| Accounts receivable | 122 | 772 | | | | 772 | |
| Taxes receivable | 124 | | | | | | |
| Prepaid expenses | 125 | 71 | | (71) | | | |
| Deposits | 126,129 | 1 | | | | 1 | |
| Prepaid taxes | 141 | 12 | | | | 12 | |
| Total current assets | | 1,142 | | (137) | | 785 | |
| Property, plant & equipment, net | 125,169 | 1,609 | (1,609) | | | | |
| Deposits | 151 | 1 | (1) | | | | |
| Prepaid expenses (paid in advance) | 110 | 225 | (225) | | | | |
| Total assets | | 2,987 | (1,836) | (137) | | 785 | |
| Accounts payable | 250 | 1 | | | | 1 | |
| Current portion of long term debt | 243 | 45 | | | (45) | | A |
| Line of credit | 255 | | | | | | B |
| Taxes payable | 260 | | | | | | |
| Accrued expenses | | | | | | | |
| Accrued payroll tax | 238 | 63 | | | | 63 | |
| Wages | 237 | 44 | | | | 44 | |
| Sales taxes | 246 | 1 | | | | 1 | |
| Ohio CAT taxes | 246 | | | | | | |
| Unearned revenue | 220 | 14 | | (14) | | | |
| Total current liabilities | | 168 | | | (45) | 109 | |
| Notes payable, net of current portion | 255,180 | 850 | (850) | | | | A |
| Rent security deposit | 296 | 4 | (4) | | | | |
| Total liabilities | | 1,020 | (854) | | (45) | 161 | |
| | Working Capital = (Current assets minus Current liabilities) | | | | | 176 | |

Notes:

A Notes payable amount is due in M-3 Cooler

B Long term debt is excluded from working capital

Schedule 1.7

Sample Statement of Adjusted EBITDA for the Twelve Months Ended December 31, 2007

| Dollars in 000's | Lakefront | Hopkins | Total |
|---|---|---|---|
| Net income | | | |
| Plus | 723 | (42) | 681 |
| (1) Interest expense | | | |
| (2) Provision for income taxes | 222 | 83 | 305 |
| (3) Depreciation and amortization expense | 1,132 | - | 1,132 |
| (4) Other non-cash charges (including costs associated with non-cash restricted stock awards, etc.) | 4,608 | 245 | 4,853 |
| (5) Costs of the sale of assets, non-cash impairment charges of intangible assets and any extraordinary, unusual or nonrecurring expenses or losses | - | - | 1,046 |
| Subtotal | 7,691 | 286 | 7,977 |
| Minus | 6,325 | 327 | 6,652 |
| (1) Interest income | | | |
| (2) Non-cash gains, including gains on sale of assets | (175) | (12) | (187) |
| (3) Income tax benefit or expenses, including deferred and current income tax expenses | (12) | | (12) |
| (4) Non-cash income or non-recurring revenue, including gains on sale of assets (including gains on sale of intangible assets, including goodwill and other intangibles) | | | |
| Subtotal | (187) | (12) | (199) |
| Equals Adjusted EBITDA for the period | 322 | (15) | 307 |
| (1) Expenses - income or gains arising on closing from the transaction | | | |
| (2) Non-recurring and non-cash charges or costs associated with non-recurring post purchase accounting | | | |
| (3) Any cash payments or costs in excess of the expenses, income, and non-cash charges | 355 | | 355 |
| (4) Any overhead costs or costs from the costs of Parent or any subsidiary or affiliated businesses other than the Company and including any costs charged which are allocated by Parent and any costs paid with Parent | | | |
| (5) Any costs or expenses relating to the operating and non-operating assets | | | |
| (6) Any costs or expenses relating to the financing | | | |
| (7) Any expense or cash payment or income or cash receipt or any percent of the revenue resulting from changes in the structure of the working program or changes in financial costs due to similar program adjustments to payments under the current programs and included in the calculation of EBITDA | | | |
| (8) Any gains or losses from any disposition of assets or sales assets and any extraordinary items | | | |
| Subtotal | 355 | | 355 |
| Adjusted EBITDA | 7,132 | 308 | 7,298 A |

Note A Baseline EBITDA as defined in the Agreement $ 9,000,000

Schedule 1.9

Lakefront Lines, Inc. and Hopkins Airport Limousine Service, Inc.
Cash Balance at Closing - December 31, 2007
Amounts in 000's

| | Accounts | Lakefront Balance Sheet | Illustrative cash Balance at Closing per Section 4.9 |
|---|---|---|---|
| Lakefront Lines, Inc. | | | |
| Deposits & deferred revenue: | | | |
| Full balance | 220-221 | 519 | |
| Cash required at 73% of balance | | | 379 |
| Prepaid expenses: | | | |
| Full balance | 121 | 501 | |
| Less: | | | |
| Prepaid insurance related to captive | | (91) | |
| Prepaid signage at hockey arena net of $36,000 | | (97) | |
| Prepaid expenses per Section 4.9 | | | (318) |
| Total for Lakefront Lines, Inc. | | | 61 |
| Hopkins Airport Limousine Service, Inc. | | | |
| Unearned revenue: | | | |
| Full balance | 220 | 14 | |
| Cash required at 73% of balance | | | 10 |
| Prepaid expenses | 125 | | (21) |
| Total for Hopkins Airport Limousine Service, Inc. | | | (11) |
| Total illustrative cash balance at Closing per Section 4.9 | | | 50 |

January 17, 2011

VIA EMAIL
c/o Lakefront Lines, Inc.
P O Box 81172
13315 Brookpark Road
Cleveland, OH 44181
tgoebel@lakefrontlines.com
Attention: Tom Goebel, Shareholder Representative

COPY

Re: Changes to Second Earnout Allocations

Dear Tom:

This letter agreement ("Letter Agreement") is in reference to the April 18, 2008 Stock Purchase Agreement (the "Agreement") made and entered into by and among Coach America Holdings, Inc. ("CAH"), Coach America Group Holdings, L.P. ("LP"), Coach Am Group Holdings Corp. ("Coach Am") and collectively with CAH and LP, the "Coach Parties"), Hopkins Airport Limousine Service, Inc., Lakefront Lines, Inc., the guarantors listed on the signature pages of that Agreement, and the prior shareholder persons listed on the signature pages of that Agreement (the "Prior Shareholders"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement.

This Letter Agreement is to set forth our agreement relating to the Prior Shareholders' desire to alter the Second Earnout payment allocations under the Agreement. Under Section 1.7 of the Agreement, the Prior Shareholders are entitled to additional consideration for the Second Earnout Amount, which, under the Agreement, is to be allocated consistently with the Closing Payment Schedule and paid in the form of either subordinated notes payable by Coach Am or limited partnership interests in LP. All parties hereto agree that the Second Earnout Amount is $2,778,961; accordingly, the Prior Shareholders waive any right to delivery of a further Statement of Adjusted EBITDA or to give (through the Shareholder Representative) any additional Earnout Objection Notice as to the Second Earnout Amount. Except with respect to Chris Goebel, the Prior Shareholders have elected to receive subordinated notes and not to receive partnership interests. Prior Shareholders Tom Goebel, Michael Goebel, Jeffrey Goebel, and John Goebel (the "Assigning Prior Shareholders") have assigned their right to receive all or a portion of their respective subordinated note amounts to certain other Prior Shareholders and also to certain persons who are not Prior Shareholders (the "Recipients"), all as indicated in Exhibit A.

The Coach Parties accept such reallocation and assignment of payment rights set forth in Exhibit A and Coach Am will issue subordinated notes in the forms attached hereto as Exhibit B subject to the Prior Shareholders' execution of this letter. The Prior Shareholders' execution of this letter signifies their agreement and acknowledgement that Coach Am will record and report such amounts reflected in the notes attached hereto as being delivered to the Prior Shareholders as if no reallocation had taken place and the Prior Shareholders had thereafter assigned the subordinated note amounts to the Recipients. The Prior Shareholders agree to pay all taxes imposed by any taxing authority in connection with the original allocation and such reallocation or assignment and acknowledge that no Coach Party has made any representation or agreement relating to the tax consequences of the reallocation, and that such persons are responsible for and received their own tax advice. The Prior Shareholders agree and acknowledge that no agreement or course of dealing is made other than as expressly set forth herein. Further, the Prior Shareholders agree and acknowledge that the notes attached hereto, when delivered to the parties, shall not be eligible for contribution to LP in exchange for partnership interests in LP, except with respect to the note issued to Chris Goebel, which shall be eligible for contribution to LP in exchange for partnership

interests for 90 days from the date of receipt of the note in accordance with Section 1.6(b) of the Agreement.

The Assigning Prior Shareholders hereby direct Coach Am to give effect to such assignments by them to the Recipients and to issue the subordinated notes according to the revised allocations and amounts listed on Exhibit A, and the other Prior Shareholders consent to such assignment and allocation.

Although the Second Earnout amount and allocation was not finalized until mid-December, as a gesture of goodwill toward the Goebel family, we have dated the notes effective the date that the total amount was agreed to (October 12, 2010). You may recall that we followed the same convention for the First Earnout and dated the notes for the First Earnout the day the First Earnout amount was agreed to. This increases the total interest by 64 days, amounting to approximately twenty-one thousand dollars of value.

By the Prior Shareholders' execution of this letter, they also agree to jointly and severally indemnify, defend, and hold harmless the Coach Parties, and their respective Representatives and Affiliates (collectively, the "Coach Indemnified Persons") against, and will pay to the Coach Indemnified Persons the amount of, any and all costs, losses, liabilities, obligations, claims, damages, deficiencies, and expenses, whether or not involving a third-party claim, and all interest, penalties, reasonable experts' and attorneys' fees, and all reasonable amounts paid in investigation, defense, or settlement of any of the foregoing (collectively, "Damages"), arising, directly or indirectly, from or in connection with the change in payment allocations contemplated hereby.

The Prior Shareholders also acknowledge that all of their duties and responsibilities under the Agreement remain valid and in full force, and that the rights of the Coach Parties under the Agreement remain unchanged.

Sincerely,

Coach America Holdings, Inc.

COPY

By: _____
George Maney, President

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Letter Agreement to be executed as of the dates set forth below.

Thomas G. Goebel, Personally
Date:

John P. Goebel, Personally
Date:

Christopher V. Goebel, Personally
Date:

James B. Goebel, Personally
Date:

Jeffrey P. Goebel, Personally
Date:

Maura C. Kuchta, Personally
Date:

Michael F. Goebel, Personally
Date:

2/3/11

## EXHIBIT A

## DISTRIBUTION OF 2009 EARNOUT

| Recipient | Original Allocation | Revised Allocation | Amount | |
|---|---|---|---|---|
| Tom Goebel | 28.69% | 20.35% | $ | 565,427.80 |
| Michael Goebel | 28.69% | 3.26% | $ | 90,667.87 |
| John Goebel | 28.69% | 20.00% | $ | 555,884.89 |
| Jeffrey Goebel | 3.48% | 0.0% | | |
| James Goebel | 3.48% | 5.88% | $ | 163,322.85 |
| Chris Goebel | 3.48% | 5.88% | $ | 163,322.85 |
| Maura Kuchta | 3.48% | 5.88% | $ | 163,322.85 |
| Lois Antonius[1] | 0.0% | 2.50% | $ | 69,474.03 |
| Ken Smith[1] | 0.0% | 2.50% | $ | 69,474.03 |
| Mike Mazzeo[1] | 0.0% | 2.50% | $ | 69,474.03 [2] |
| John Lubimir[1] | 0.0% | 3.41% | $ | 94,739.93 |
| Kathy Shinada[1] [3] | 0.0% | 4.84% | $ | 134,582.59 |
| Christine Goebel[1] [3] | 0.0% | 4.84% | $ | 134,582.59 |
| Mike T. Goebel[1] | 0.0% | 2.42% | $ | 67,291.29 |
| Phillip Goebel[1] [3] | 0.0% | 2.42% | $ | 67,291.29 |
| Rebecca Kaminski[1] [3] | 0.0% | 2.42% | $ | 67,291.29 |
| David Goebel[1] [3] | 0.0% | 2.42% | $ | 67,291.29 |
| Rachael Goebel[1] [3] | 0.0% | 2.42% | $ | 67,291.29 |
| Danielle Goebel[1] [3] | 0.0% | 2.42% | $ | 67,291.29 |
| Mike Mazzeo[1] [3] | 0.0% | 2.42% | $ | 67,291.29 [4] |
| Bob Stec[1] [3] | 0.0% | 1.21% | $ | 33,645.67 |
| | 100.00% | 100.00% | $ | 2,778,961.00 |

[1] Persons are not Prior Shareholders.
[2] Amount from Tom Goebel.
[3] Heirs and assigns of Michael Goebel.
[4] Amount from Michael Goebel.

2/3/11

COPY

# SUBORDINATED PROMISSORY NOTE

$_____ October 12, 2010

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Coach Am Group Holdings Corp., ("Maker"), promises to pay to the order of _____ ("Holder"), his heirs, successors and assigns, at such place as the Holder hereof may from time to time designate in writing, the principal sum of _____and __/100 Dollars ($_____) plus simple interest, which shall be added to the principal amount at the prime rate of interest (as the same may be published by the Wall Street Journal from time to time) + 1 percent (1%) per annum as it may vary from time to time, on the actual unpaid balance of that principal sum from the date of this Note. Upon maturity of this Note as set forth below, payment will be made on demand in legal and lawful money of the United States of America.

This Note shall be mature, due and immediately payable upon the occurrence of any of the following:

a. A default, as specified below in Section 3; or

b. A Change of Control (as defined in the Amended and Restated Agreement of Limited Partnership of Group Holdings, dated as of April 20, 2007 (as such agreement may be amended, restated or otherwise modified through the date of issuance of such limited partnership interests)).

1. Prepayment. Maker shall have the right and privilege to prepay, with interest to the date of prepayment, but without payment of any prepayment penalty, all or any portion of the obligation hereunder at any time prior to the demand for the payment of the entire principal and interest amount thereon.

2. Subordination.

(a) To induce current and future debt holders of Maker and its subsidiaries to extend and continue to extend credit to Maker and its subsidiaries, and in consideration thereof, the indebtedness evidenced by this Note is expressly subordinated in right of payment to the payment of both principal and interest on (i) indebtedness arising under the First Lien Credit Agreement, dated as of April 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Coach Am Holdings Corp., a Delaware corporation, Coach Am Acquisition Corp., a Delaware corporation, CAH, the several banks and other financial institutions or entities from time to time parties thereto, and Bear Stearns Corporate Lending Inc., as Administrative Agent and as Collateral Agent, (ii) indebtedness arising under the Second Lien Credit Agreement, dated as of April 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Coach Am Holdings Corp., a Delaware corporation, Coach Am Acquisition Corp., a

COPY

Delaware corporation, CAH, the several banks and other financial institutions or entities from time to time parties thereto, and Bear Stearns Corporate Lending Inc., as Administrative Agent and as Collateral Agent and (iii) indebtedness of Maker and its subsidiaries that, by the terms of the instrument creating or evidencing such indebtedness, is expressly designated as "senior indebtedness" and is senior in right of payment to this Note (collectively, "Senior Debt"). The terms and conditions of the subordination of the indebtedness evidenced by this Note may be set forth in detail in separate subordination agreements, to be executed by the Holder upon request of any holder of Senior Debt. The Holder agrees, upon notice, to execute any and all subordination agreements as may be required by the holders of Senior Debt (the "Senior Debt Holders").

(b) If there shall be a default by Maker under the terms of any Senior Debt, then unless and until such default shall have been cured or the obligations under the Senior Debt shall have been paid in full, the Holder of this Note shall not be entitled to receive or accept any payment from the undersigned with respect to this Note, unless permitted by Senior Debt Holder(s).

3. Default. A default by Maker will occur on the failure of Maker to comply with any of the promises contained in this Note. Furthermore, a default will occur on the dissolution, termination of existence, insolvency, or cessation of business of Maker. The failure of Maker to pay its debts as they mature will result in a default by Maker, as will the appointment of a receiver for any material portion of CAH's assets, an assignment for the benefit of creditors of Maker, or the commencement against Maker or an endorser or guarantor of this note of a proceeding under the Federal Bankruptcy Act.

4. Acceleration. The Holder, or any subsequent holder, shall have the right to declare the entire principal of this Note together with all accrued interest and other sums payable in accordance with this Note to be immediately due and payable, upon the occurrence of any default. Upon such declaration, the entire outstanding balance shall be due and payable.

5. Waiver. Maker agrees (i) that the failure of Holder to exercise any rights or remedies granted hereunder shall not constitute a waiver of such rights or remedies or any other rights or remedies, or preclude the exercise of such rights or remedies at any time; and (ii) that failure of Holder to exercise or remedies hereunder, in the event of a breach hereof or a default hereunder, shall not be deemed a waiver of such breach or default or of any other or further breaches or default. In addition, Maker hereby waives demand, presentment for payment, notice of dishonor, protest and notice of protest, and diligence in collection and bringing suit, and agrees that Holder may extend the time for payment, accept partial payment, or take, exchange, or release security without discharging or releasing Maker.

6. Assignment. This Note shall not be assigned without the prior written consent of the other party.

7. Governing Law. This Note shall be construed and enforced in accordance with the laws of the State of Ohio.

8. Headings. Section headings used in this Note are for convenience only and shall not affect the construction of this Note.

9. Rights and Remedies. The rights and remedies set forth herein shall be cumulative and in addition to any other or further rights and remedies available at law or in equity. The invalidity or unenforceability of any term or provision of this Note, or the application of such term or provision to any person or circumstance, shall not impair or affect the remainder of this Note and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalid, but shall remain in full force and effect.

IN WITNESS WHEREOF, Maker has executed this Note after having read and understanding the language contained herein, as of the date first above written.

MAKER:

COACH AM GROUP HOLDINGS CORP.

By: _____

Its: _____

COPY

# SUBORDINATED PROMISSORY NOTE

$67,291.29 October 12, 2010

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Coach Am Group Holdings Corp., ("Maker"), promises to pay to the order of Danielle Goebel ("Holder"), her heirs, successors and assigns, at such place as the Holder hereof may from time to time designate in writing, the principal sum of sixty seven thousand, two hundred ninety one and 29/100 Dollars ($67,291.29) plus simple interest, which shall be added to the principal amount at the prime rate of interest (as the same may be published by the Wall Street Journal from time to time) + 1 percent (1%) per annum as it may vary from time to time, on the actual unpaid balance of that principal sum from the date of this Note. Upon maturity of this Note as set forth below, payment will be made on demand in legal and lawful money of the United States of America.

This Note shall be mature, due and immediately payable upon the occurrence of any of the following:

a. A default, as specified below in Section 3; or

b. A Change of Control (as defined in the Amended and Restated Agreement of Limited Partnership of Group Holdings, dated as of April 20, 2007 (as such agreement may be amended, restated or otherwise modified through the date of issuance of such limited partnership interests)).

1. Prepayment. Maker shall have the right and privilege to prepay, with interest to the date of prepayment, but without payment of any prepayment penalty, all or any portion of the obligation hereunder at any time prior to the demand for the payment of the entire principal and interest amount thereon.

2. Subordination.

(a) To induce current and future debt holders of Maker and its subsidiaries to extend and continue to extend credit to Maker and its subsidiaries, and in consideration thereof, the indebtedness evidenced by this Note is expressly subordinated in right of payment to the payment of both principal and interest on (i) indebtedness arising under the First Lien Credit Agreement, dated as of April 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Coach Am Holdings Corp., a Delaware corporation, Coach Am Acquisition Corp., a Delaware corporation, CAH, the several banks and other financial institutions or entities from time to time parties thereto, and Bear Stearns Corporate Lending Inc., as Administrative Agent and as Collateral Agent, (ii) indebtedness arising under the Second Lien Credit Agreement, dated as of April 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Coach Am Holdings Corp., a Delaware corporation, Coach Am Acquisition Corp., a Delaware corporation, CAH, the several banks and other financial institutions or entities

from time to time parties thereto, and Bear Stearns Corporate Lending Inc., as Administrative Agent and as Collateral Agent and (iii) indebtedness of Maker and its subsidiaries that, by the terms of the instrument creating or evidencing such indebtedness, is expressly designated as "senior indebtedness" and is senior in right of payment to this Note (collectively, "Senior Debt"). The terms and conditions of the subordination of the indebtedness evidenced by this Note may be set forth in detail in separate subordination agreements, to be executed by the Holder upon request of any holder of Senior Debt. The Holder agrees, upon notice, to execute any and all subordination agreements as may be required by the holders of Senior Debt (the "Senior Debt Holders").

(b) If there shall be a default by Maker under the terms of any Senior Debt, then unless and until such default shall have been cured or the obligations under the Senior Debt shall have been paid in full, the Holder of this Note shall not be entitled to receive or accept any payment from the undersigned with respect to this Note, unless permitted by Senior Debt Holder(s).

3. Default. A default by Maker will occur on the failure of Maker to comply with any of the promises contained in this Note. Furthermore, a default will occur on the dissolution, termination of existence, insolvency, or cessation of business of Maker. The failure of Maker to pay its debts as they mature will result in a default by Maker, as will the appointment of a receiver for any material portion of CAH's assets, an assignment for the benefit of creditors of Maker, or the commencement against Maker or an endorser or guarantor of this note of a proceeding under the Federal Bankruptcy Act.

4. Acceleration. The Holder, or any subsequent holder, shall have the right to declare the entire principal of this Note together with all accrued interest and other sums payable in accordance with this Note to be immediately due and payable, upon the occurrence of any default. Upon such declaration, the entire outstanding balance shall be due and payable.

5. Waiver. Maker agrees (i) that the failure of Holder to exercise any rights or remedies granted hereunder shall not constitute a waiver of such rights or remedies or any other rights or remedies, or preclude the exercise of such rights or remedies at any time; and (ii) that failure of Holder to exercise or remedies hereunder, in the event of a breach hereof or a default hereunder, shall not be deemed a waiver of such breach or default or of any other or further breaches or default. In addition, Maker hereby waives demand, presentment for payment, notice of dishonor, protest and notice of protest, and diligence in collection and bringing suit, and agrees that Holder may extend the time for payment, accept partial payment, or take, exchange, or release security without discharging or releasing Maker.

6. Assignment. This Note shall not be assigned without the prior written consent of the other party.

7. Governing Law. This Note shall be construed and enforced in accordance with the laws of the State of Ohio.

8. Headings. Section headings used in this Note are for convenience only and shall not affect the construction of this Note.

9. Rights and Remedies. The rights and remedies set forth herein shall be cumulative and in addition to any other or further rights and remedies available at law or in equity. The invalidity or unenforceability of any term or provision of this Note, or the application of such term or provision to any person or circumstance, shall not impair or affect the remainder of this Note and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalid, but shall remain in full force and effect.

IN WITNESS WHEREOF, Maker has executed this Note after having read and understanding the language contained herein, as of the date first above written.

MAKER:

COACH AM GROUP HOLDINGS CORP.

By: George Maney

Its: President

CALFEE

Calfee, Halter & Griswold LLP
*Attorneys at Law*

The Calfee Building
1405 East Sixth Street
Cleveland, Ohio 44114-1607
216.622.8200 **Phone**
*calfee.com*

gkallergis@calfee.com
216.622.8610 **Direct**

***Via Federal Express***

March 29, 2012

BMC Group, Inc.
Attn: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, Minnesota 55317

Re: Proofs of Claim for filing in Coach Am Group Holdings Corp., et al. Bankruptcy Cases

To whom it may concern:

Please find enclosed an original and one copy of 35 proofs of claims for the 13 claimants listed below. I ask that you please file these 35 proofs of claim in the appropriate debtor case, as identified on the proof of claim. The 13 claimants for which proofs of claim are being filed are the following:

1. Danielle Goebel (three proofs of claim);
2. Rebecca Kaminski (three proofs of claim);
3. Rachael Goebel (three proofs of claim);
4. Kathy Shinada (three proofs of claim);
5. Mike T. Goebel (three proofs of claim);
6. David Goebel (three proofs of claim);
7. Christine Goebel (three proofs of claim);
8. Fr. Bob Stec (three proofs of claim);
9. Phillip Goebel (three proofs of claim);
10. Michael F. Goebel (three proofs of claim);
11. Mike Mazzeo (three proofs of claim);
12. TMJ Columbus LLC (one proof of claim); and
13. TMJ Toledo LLC (one proof of claim).

Please time stamp and return the extra copy of each proof of claim in the enclosed, self-addressed, prepaid FedEx envelopes.

If you have any questions, or if I can be of further assistance, please let me now.

Sincerely,

Gus Kallergis
GK:nkm
enclosures

From: (216) 622-8610
Gus Kallergis
Calfee, Halter & Griswold LLP
The Calfee Building
1405 East Sixth Street
Cleveland, OH 44114

Origin ID: BKLA

FedEx. Express

J12101112190225

Ship Date: 29MAR12
ActWgt: 15.0 LB
CAD: 8441569/INET3250

Dims: 14 X 14 X 9 IN

Delivery Address Bar Code

RECEIVED
MAR 30 2012
BMC GROUP

SHIP TO: (216) 622-8610

BILL SENDER

Ref # 35026.03916
Invoice #
PO #
Dept #

**BMC Group, Inc.**
**18675 LAKE DR E**
**Attn: Coach America Claims Processi**
**CHANHASSEN, MN 55317**

FRI - 30 MAR A1
PRIORITY OVERNIGHT
RES
55317
MN-US
MSP

TRK# 0201 7982 2719 9075

# NA FBLA

512G1/C44D/A278

**After printing this label:**
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning**: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.