UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE	PROOF OF CLAIM
Name of Debtor: Midnight Sun Tours, Inc	Case Number: 12-10035

NOTE: *See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. §503(b)(9); this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
General Electric Capital Corporation

Name and address where notices should be sent:

John Yang
General Electric Capital Corporation
501 E. Kennedy Blvd, Ste 600
Tampa, FL 33602

-and-

Nicole K. O'Sullivan
Reed Smith LLP
599 Lexington Ave, 30th Floor
New York, NY 10022

Creditor Telephone number: 813-286-4836
email: john.n.yang@ge.com

RECEIVED
APR 02 2012
BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE FOR COURT USE ONLY

Name and address where **payment** should be sent (if different from above):

John Yang
General Electric Capital Corporation
501 E. Kennedy Blvd, Ste 600
Tampa, FL 33602

Payment Telephone number: 813-286-4836
email: john.n.yang@ge.com

☐ 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.

☐ Check this box if this claim amends a previously filed claim.
Court Claim Number: (If known: _____
Filed on: _____

1. Amount of Claim as of Date Case Filed: **$10,632,360.35 plus attorney's fees, costs, and other amounts due.**

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: See attached Rider
(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:	3a. Debtor may have scheduled account as:	3a. Uniform Claim Identifier (optional:
_____	_____ (See instruction #3a)	_____ (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 set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:
Describe: See attached Rider

☐ Real Estate ☐ Motor Vehicle ☒ Other

Value of Property: $ **Amount Unsecured:** **$**

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: **$10,632,360.35**

Amount Unsecured: $_____

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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.

Amount entitled to priority: $_____

Amount entitled to priority administrative expense under 11 U.S.C. § 503(b)(9): $_____

You MUST specify the priority of the claim:

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

☐ 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).

☐ 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).

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

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

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

☐ Value of goods received by the debtor wit bankruptcy filing – 11 U.S.C. § 503(b)(9)

Coach America
01969

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

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:

DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. **The original of this complete proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on April 2, 2012 for Non-Governmental Claimants OR on or before July 2, 2012 for Governmental Units.**

BY MAIL TO
BMC Group, Inc.
Attn: Coach America Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

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: John Yang
Title: VP GE Capital - Americas
Company: General Electric Capital Corporation
Address and telephone number (if different from notice address above):

(Signature) 3.28.2012 (Date)

Telephone number: email:

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.

RIDER TO PROOF OF CLAIM
FILED BY GENERAL ELECTRIC CAPITAL CORPORATION

United States Bankruptcy Court for the District of Delaware

Debtor: Midnight Sun Tours, Inc Case No. 12-10035
Creditor: General Electric Capital Corporation

This proof of claim is filed by General Electric Capital Corporation ("GE Capital") pursuant to that certain Master Lease Agreement dated June 24, 2011 ("Master Lease Agreement") among GE Capital and America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc., CUSA CC, LLC, and CUSA ASL, LLC (each a "Debtor" and collectively the "Debtors"), together with the following schedules:

- Equipment Schedule No. 8685364-001 for the lease of fifty-one (51) Motor Coach Buses (the "Schedule 001 Coach Bus Equipment");
- Equipment Schedule No. 8685364-002 for the lease of twenty-two (22) Motor Coach Buses (the "Schedule 002 Coach Bus Equipment");
- Equipment Schedule No. 8685364-003 for the lease of twenty-three (23) Motor Coach Buses (the "Schedule 003 Coach Bus Equipment" and collectively with the Schedule 001 Coach Bus Equipment and the Schedule 002 Coach Bus Equipment, the "Coach Bus Equipment")

The Master Lease Agreement, Equipment Schedule No. 8685364-001, Equipment Schedule No. 8685364-002, and Equipment Schedule No. 8685364-003, together with all amendments thereto, collectively, the "Agreements"). Copies of the Agreements are attached hereto as Exhibit A. Pursuant to the Master Lease Agreement, each Debtor is a co-lesssee under each of the Agreements and is jointly and severally liable with respect to the payment and performance of all of the obligations thereunder.

As of March 26, 2012, the Debtors are indebted or liable to GE Capital in the total amount of $10,632,360.35 as set forth below, plus any additional attorneys' fees, interest, costs, insurance, taxes and other amounts, to the extent allowable in this case and under the Agreements:

Principal Balance on Equipment Schedule No. 8685364-001	$6,482,210.75
Principal Balance on Equipment Schedule No. 8685364-002	$1,267,931.85
Principal Balance on Equipment Schedule No. 8685364-003	$2,882,217.75
TOTAL DUE:	**$10,632,360.35**

This claim is filed as a secured claim **and** unsecured deficiency claim. The claim is secured by a first priority perfected security interest in the Coach Bus Equipment. The value of the Coach Bus Equipment is presently undetermined. ***GE Capital reserves all rights to a deficiency claim in an amount up to the full amount of its claim following the disposition of the Coach Bus Equipment or the Coach Bus Equipment of the Equipment by the Court or otherwise.*** GE Capital further reserves its right to amend this proof of claim and rider, as may be necessary to adjust the amount or priority asserted herein or to supplement this claim in any way, including, but not limited to, attorneys' fees, interest and other amounts, to the extent allowable in this case.

In the event that the Debtor, or anyone on the Debtor's behalf, asserts a claim against GE Capital in these proceedings, this claim may be secured by a right of setoff pursuant to sections 506(a) and 553 of Title 11, United States Code. All payments on this claim have been credited and deducted for the purpose of making this proof of claim.

Exhibit A

MASTER LEASE AGREEMENT

(Quasi Lease – Lease Intended as Security)

dated as of _____

THIS MASTER LEASE AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "**Agreement**") is between General Electric Capital Corporation (together with its successors and assigns, if any, "**Lessor**") and the following lessee entities:

Lessee Entity	Lessee Entity Type	Lessee Entity State of Organization/Incorporation	Lessee Address
America Charters, LTD.	Corporation	North Carolina	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
American Coach Lines of Atlanta, Inc.	Corporation	Georgia	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
American Coach Lines of Jacksonville, Inc.	Corporation	Florida	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
American Coach Lines of Miami, Inc.	Corporation	Delaware	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
American Coach Lines of Orlando, Inc.	Corporation	Florida	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
CUSA, LLC	Limited Liability Corporation	Delaware	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
CUSA BCCAE, LLC	Limited Liability Corporation	Delaware	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
CUSA EE, LLC	Limited Liability Corporation	Delaware	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
CUSA ELKO, LLC	Limited Liability Corporation	Delaware	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
CUSA FL, LLC	Limited Liability Corporation	Florida	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
Dillon's Bus Service, Inc.	Corporation	Maryland	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
Florida Cruise Connection, Inc.	Corporation	Florida	8150 North Central Expressway. Suite M1000, Dallas, TX 75206
Midnight Sun Tours, Inc.	Corporation	Florida	8150 North Central Expressway. Suite M1000, Dallas, TX 75206

(each a "**Lessee Entity**"; and jointly, severally and collectively, the above identified Lessee Entities may hereinafter be referred to as "**Lessee**"). Lessor has an office at 500 W. Monroe Street, Chicago, IL 60661. This Agreement contains the general terms that apply to the leasing of certain equipment and personal property (the "**Equipment**") from Lessor to Lessee. Additional terms that apply to the Equipment and financial terms in relation to the lease of the Equipment (term, rent, options, etc.) shall be contained on an equipment schedule (each a "**Schedule**", and collectively the "**Schedules**"). This Agreement together with any Schedule shall constitute the "**Lease**" for the Equipment subject to such Schedule. Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms set forth in the applicable Schedule(s).

Each Lessee Entity hereby irrevocably and unconditionally agrees that each Lessee Entity is a co-lessee under each Lease and each reference to the term "Lessee" or "Lessees" herein shall refer to each Lessee Entity on a joint and several basis, and that each Lessee shall be jointly and severally liable with respect to the payment and performance of all of the obligations hereunder (without preferences or distinction between them). Each Lessee hereby further acknowledges that in the event a Lessee defaults under any Document (defined below) (regardless of whether such default is due to any breach or default by a Lessee owing to each other Lessee Entity), Lessor shall have the right to exercise any and all of the rights and remedies described herein and in such Document, including demanding the payment of all obligations owed under the Documents, and repossessing the Equipment from any Lessee, even if such Lessee has fulfilled its obligations owing to every other party Lessor shall, in its sole discretion, have the right to separately enforce this Agreement and each other Document against any Lessee (including, in Lessor's sole discretion, without any requirement for enforcement against the other Lessee or any other person), and each Lessee hereby waives any right to require Lessor to so enforce this Agreement or any other Document against (or otherwise demand payment or performance from) such other Lessee or any other person. Except as otherwise expressly provided in this Agreement, each Lessee hereby waives notice of acceptance of its joint and several liability, notice of the creation or existence of any obligations of any Lessee under this Agreement or any other Document, and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind with respect to any other Lessee (or any other person) in connection with this Agreement and the other Documents (except as otherwise provided in this Agreement or such other Document). Each Lessee agrees that its obligations under this Agreement and the other Documents shall be primary, absolute, continuing and unconditional, irrespective of and unaffected by any of the following actions or circumstances (regardless of any notice to or consent of either Lessee): (i) the genuineness, validity, regularity and enforceability of the Documents against any other Lessee or any other person; (ii) any extension, renewal, amendment, change, waiver or other modification of any Document granted to any other Lessee or any other person; (iii) the absence of, or delay in, any action to enforce the Documents or any other document; (iv) Lessor's failure or delay in obtaining any guaranty of the obligations under this Agreement and the other Documents (including, without limitation, Lessor's failure to obtain the signature of any other Lessee hereunder); (v) the release of, extension of time for payment or performance by, or any other indulgence granted to any Lessee or any other person with respect to the obligations under this Agreement and the other Documents by operation of law or otherwise; (vi) the voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization, or similar proceedings affecting any other Lessee or any of their assets; or (vii) any other action or circumstances which might otherwise constitute a legal or equitable discharge or defense of a co-obligor. Each Lessee hereby irrevocably and unconditionally waives and relinquishes all statutory, contractual, common law, equitable and all other claims against each other Lessee or against any other obligor for any of the obligations under this Agreement and the other Documents, any collateral therefore, or any other assets of any other Lessee or of

any such other obligor, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect of sums paid or payable to Lessor by any Lessee hereunder and under the Documents until the Documents have been terminated in accordance with their respective terms, and each Lessee hereby further irrevocably and unconditionally waives and relinquishes any and all other benefits which it might otherwise directly or indirectly receive or be entitled to receive by reason of any amounts paid by, or collected or due from, a Lessee, or any other obligor for any of the obligations under this Agreement and the other Documents, or realized from any of their respective assets. EACH LESSEE FURTHER (1) ACKNOWLEDGES AND AGREES THAT THE SIGNATURE OF ANY LESSEE ON ANY DOCUMENT SHALL BIND EACH AND EVERY LESSEE THE SAME AS IF EACH AND ALL LESSEES HAD SIGNED SUCH DOCUMENT, (2) AGREES THAT ANY NOTICE PERMITTED OR REQUIRED TO BE GIVEN TO LESSEE UNDER THE DOCUMENTS MAY BE GIVEN TO ANY LESSEE, AND WHEN GIVEN TO ANY LESSEE SHALL BE DEEMED TO HAVE BEEN GIVEN TO EACH AND ALL LESSEES, AND (3) AGREES THAT THE POWER OF EACH LESSEE TO ACT AS AGENT AND ATTORNEY-IN-FACT FOR ANY OTHER LESSEE AS SPECIFIED ABOVE MAY NOT BE REVOKED OR MODIFIED EXCEPT BY DELIVERY TO LESSOR OF A WRITTEN NOTICE SIGNED BY SUCH OTHER LESSEE

1. **LEASING:**

(a) Subject to the terms and conditions set forth below, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment described in any Schedule signed by both parties.

(b) Lessor shall lease the Equipment to Lessee if on or before the Last Delivery Date (specified in the Schedule) Lessor receives (i) a Schedule for the Equipment, (ii) evidence of insurance which complies with the requirements of Section 8, and (iii) such other documents as Lessor may reasonably request. Each of the documents required above must be in form and substance satisfactory to Lessor. Once the Schedule is signed, Lessee may not cancel the Schedule.

2. **TERM, RENT AND PAYMENT:**

(a) The rent (**"Rent"**) payable for the Equipment and Lessee's right to use the Equipment shall begin on the earlier of (i) the date when Lessee signs the Schedule and accepts the Equipment or (ii) when Lessee has accepted the Equipment under a Certificate of Acceptance (**"Lease Commencement Date"**). The term of the Lease for any Equipment shall commence on the Lease Commencement Date and shall continue (unless earlier cancelled or terminated) pursuant to the provisions of the applicable Schedule (the **"Term"**). If any term is extended or renewed, the word **"Term"** shall be deemed to refer to all extended or renewal terms, and all provisions of this Agreement shall apply during any such extension or renewal terms, except as may be otherwise specifically provided in writing.

(b) Lessee shall pay Rent to Lessor at its address stated above, unless otherwise directed by Lessor. Each payment of Rent (each a **"Rent Payment"**) shall be in the amount set forth in, payable at such intervals and due in accordance with the provisions of the applicable Schedule. If any Interim Rent and/or Advance Rent is payable in respect of any Equipment, such Interim Rent and/or Advance Rent shall be set forth in the applicable Schedule and shall be due and payable in accordance with the terms of the Schedule. Upon Lessor's receipt of the Interim Rent and the Advance Rent, (i) the Interim Rent shall be applied to the Rent Payment due for the Interim Period, if any, set forth in the Schedule, and (ii) the Advance Rent shall be applied to the first Rent Payment due for the Basic Term, and (iii) the remaining balance, if any, shall be applied to the next scheduled Rent Payment under such Schedule. In no event shall any Interim Rent, Advance Rent or any other Rent Payments be refunded to Lessee unless otherwise required under applicable law. If Lessor does not receive from Lessee payment in full of any scheduled Rent Payment or any other sum due under any Lease within TEN (10) DAYS after its due date, Lessee agrees to pay, a LATE FEE equal to FIVE PERCENT (5%) on such unpaid Rent Payment or other sum, but not exceeding any lawful maximum. Such late fee will be immediately due and payable, and is in addition to any other costs, fees and expenses that Lessee may owe as a result of such late payment.

3. **TAXES AND FEES:**

(a) If permitted by law and unless otherwise provided in any Schedule, Lessee shall report and pay promptly all taxes, fees and assessments due, imposed, assessed or levied against any Equipment (or purchase, ownership, delivery, leasing, possession, use or operation thereof), this Agreement (or any Rents or receipts hereunder), any Schedule, Lessor or Lessee, by any domestic or foreign governmental entity or taxing authority during or related to the Term of any Lease, including, without limitation, all license and registration fees, and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon (collectively **"Taxes"**). Lessee shall have no liability for Taxes imposed by the United States of America or any state or political subdivision thereof which are on or measured by the net income of Lessor. Lessee shall promptly reimburse (on an after tax basis) Lessor for any Taxes charged to or assessed against Lessor. Lessee shall send Lessor a copy of each report or return and evidence of Lessee's payment of Taxes upon request.

(b) Lessee's obligations, and Lessor's rights, privileges and indemnities, contained in this Section 3 shall survive the expiration or other cancellation or termination of this Agreement.

4. **REPORTS:**

(a) If any tax or other lien shall attach to any Equipment, Lessee will notify Lessor in writing, within ten (10) days after Lessee becomes aware of the tax or lien. The notice shall include the full particulars of the tax or lien and the location of such Equipment on the date of the notice.

(b) Lessee will deliver or make available to Lessor, Lessee's, if available, and any Guarantor's, if applicable, complete financial statements prepared in accordance with generally accepted accounting principles, consistently applied, certified by a recognized firm of certified public accountants, within one hundred five (105) days of the close of each fiscal year of Lessee, together with a certificate of an authorized officer of Lessee stating that such officer has reviewed the activities of Lessee and that to the best of such officer's knowledge, there exists no Event of Default or event which with notice or lapse of time (or both) would become an Event of Default. In addition, if Lessor requests, Lessee will deliver to Lessor copies of Lessee's and any Guarantor's, if applicable, quarterly financial report certified by the chief financial officer of Lessee, within one hundred five (105) days of the close of each fiscal quarter of Lessee. Lessee will deliver or make available to Lessor all Forms 10-K and 10-Q, if any, filed with the Securities and Exchange Commission within thirty (30) days after the date on which they are filed (it being understood that to the extent the same are properly filed on EDGAR they shall be deemed delivered to Lessor on the date on which the same are filed on EDGAR).

(c) Lessor may inspect any Equipment during normal business hours after giving Lessee reasonable prior notice.

(d) Lessee will garage the Equipment under any Lease at the Equipment Location specified in the applicable Schedule and will give Lessor at least thirty (30) days' prior written notice of any change of the garage location of such Equipment. If Lessor asks, Lessee will promptly notify Lessor in writing of the location of any Equipment.

(e) If any Equipment is lost or damaged (where the estimated repair costs would exceed the greater of ten percent (10%) of the original Equipment cost or ten thousand and 00/100 dollars ($10,000)), or is otherwise involved in an accident causing personal injury or property damage, Lessee will promptly and fully report the event to Lessor in writing within ten (10) days of the occurrence of any such incident.

(f) Upon Lessor's request, Lessee will provide within ten (10) days of such request, copies of the insurance policies or other evidence required by the terms hereof.

(g) Lessee will furnish, within thirty (30) days of Lessor's request, a certificate of an authorized officer of Lessee stating that he/she has reviewed the activities of Lessee and that, to the best of his/her knowledge, there exists no Event of Default or event which with notice or lapse of time (or both) would become such an Event of Default.

(h) Lessee will promptly notify Lessor of any change in Lessee's state or (as the case may be) commonwealth of incorporation or organization, in any case within thirty (30) days of such change.

(i) Upon reasonable request by Lessor, Lessee will provide Lessor such other reports or information in relation to the Equipment and the maintenance thereof.

5. **DELIVERY, USE AND OPERATION:**

(a) All Equipment shall be shipped directly to Lessee (unless the Equipment is in the possession of the Lessee in which case Lessee represents and warrants that it is in possession of the Equipment as of the Lease Commencement Date).

(b) Lessee agrees that the Equipment will be used by Lessee solely in the conduct of its business, and in a manner complying with all applicable laws, regulations and insurance policies, and in compliance with manufacturer's recommendations. Lessee further agrees that it shall not discontinue use of any Equipment.

(c) Lessee will not (i) relocate any Equipment from the garage location specified on the Schedule, without the prior written consent of Lessor, or (ii) part with possession of any of the Equipment (except to Lessor or for maintenance or repair).

(d) Lessee will keep the Equipment free and clear of all liens, claims and encumbrances other than those which result from acts of Lessor.

(e) Lessor shall not disturb Lessee's quiet enjoyment of the Equipment during the term of the Agreement unless an Event of Default has occurred and is continuing under this Agreement.

6. **MAINTENANCE:**

(a) Lessee will, at its sole expense, maintain each unit of Equipment in good operating order and repair, normal wear and tear excepted. Lessee shall also maintain the Equipment in accordance with manufacturer's recommendations. Lessee shall make all alterations or modifications required to comply with any applicable law, rule or regulation during the Term of any Lease. If Lessor requests, Lessee shall affix plates, tags or other identifying labels showing ownership thereof by Lessee and Lessor's security interest therein and lien thereon. The tags or labels shall be placed in a prominent position on each unit of Equipment.

(b) Lessee will not attach or install anything on any Equipment that will impair the originally intended function or use of such Equipment without the prior written consent of Lessor. All additions, parts, supplies, accessories, and equipment ("**Additions**") furnished or attached to any Equipment that are not readily removable shall become subject to the lien of Lessor. All Additions shall be made only in compliance with applicable law. Lessee will not attach or install any Equipment to or in any other personal or real property without the prior written consent of Lessor.

7. **STIPULATED LOSS VALUE:** If for any reason any unit of Equipment becomes worn out, lost, stolen, destroyed, irreparably damaged or unusable (**"Casualty Occurrences"**) Lessee shall promptly and fully notify Lessor in writing. Lessee shall pay Lessor the sum of (i) the Stipulated Loss Value (see Schedule) of the affected unit determined as of the Rent Payment date prior to the Casualty Occurrence; and (ii) all Rent and other amounts which are then due under this Agreement on the Payment Date (defined below) for the affected unit. The **"Payment Date"** for purposes of this Section 7 shall be the next scheduled Rent Payment date after the Casualty Occurrence. Upon payment of all sums due hereunder, the term of the Lease as to such unit shall terminate.

8. **INSURANCE:**

(a) Lessee shall bear the entire risk of any loss, theft, damage to, or destruction of, any unit of Equipment from any cause whatsoever from the time the Equipment is shipped to Lessee.

(b) Lessee shall secure and maintain in effect, at its own expense throughout the Term of any Lease of the Equipment, insurance for such amounts and against such hazards as Lessor may reasonably require. All such policies shall be with companies, and on terms, reasonably satisfactory to Lessor. The insurance shall include coverage for damage to or loss of the Equipment, liability for personal injuries, death or property damage. Lessor shall be named as additional insured with a loss payable clause in favor of Lessor, as its interest may appear, irrespective of any breach of warranty or other act or omission of Lessee. The insurance shall provide for liability coverage in an amount equal to at least FIVE MILLION U.S. DOLLARS ($5,000,000) total liability per occurrence, unless otherwise stated in any Schedule. The casualty/property damage coverage shall be in an amount equal to the higher of the Stipulated Loss Value or the full replacement cost of the Equipment. No insurance shall be subject to any co-insurance clause. The insurance policies shall provide that the insurance may not be altered or canceled by the insurer until after thirty (30) days written notice to Lessor Lessee agrees to deliver to Lessor evidence of insurance reasonably satisfactory to Lessor.

(c) Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make proof of loss and claim for insurance, and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with insurance payments. Lessor shall not act as Lessee's attorney-in-fact unless an Event of Default has occurred. Lessee shall pay any reasonable expenses of Lessor in adjusting or collecting insurance. Lessee will not make adjustments with insurers except with respect to claims for damage to any unit of Equipment where the repair costs for such unit of Equipment are less than the lesser of (x) ten percent (10%) of the original Equipment cost (as stipulated in the applicable Schedule for such Equipment), or (y) ten thousand dollars ($10,000). Lessor may, at its option, apply proceeds of insurance, in whole or in part, to (i) repair or replace Equipment or any portion thereof, or (ii) satisfy any obligation of Lessee to Lessor under this Agreement.

9. **RETURN OF EQUIPMENT:**

(a) If Lessee is required to deliver the Equipment to Lessor pursuant to Section 10 of this Agreement upon the termination of this Agreement or any Lease, Lessee shall perform any testing and repairs required to place the units of Equipment in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order for the original intended purpose of the Equipment. If required the units of Equipment shall be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is reasonably satisfactory to Lessor. Lessee shall remove installed markings that are not necessary for the operation, maintenance or repair of the Equipment. All Equipment will be cleaned, cosmetically acceptable, and in such condition as to be immediately installed into use in a similar environment for which the Equipment was originally intended to be used. All waste material and fluid must be removed from the Equipment and disposed of in accordance with then current waste disposal laws. Lessee shall return the units of Equipment to a location within the continental United States as Lessor shall direct. Lessee shall obtain and pay for a policy of transit insurance for the redelivery period in an amount equal to the replacement value of the Equipment. The transit insurance must name Lessor as the loss payee. Lessee shall pay for all costs to comply with this Section 9(a).

(b) Until Lessee has fully complied with the requirements of Section 9(a) above, Lessee's Rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration, cancellation or termination of the corresponding Term. During such month to month period, Lessor may terminate Lessee's right to use the Equipment upon ten (10) days notice to Lessee.

(c) Lessee shall provide to Lessor a detailed inventory of all components of the Equipment including model and serial numbers. Lessee shall also provide an up-to-date copy of all other documentation pertaining to the Equipment. All service manuals, blue prints, process flow diagrams, operating manuals, inventory and maintenance records shall be given to Lessor at least ninety (90) days and not more than one hundred twenty (120) days prior to lease cancellation or termination.

(d) Lessee shall make the Equipment available for on-site operational inspections by potential purchasers at least one hundred twenty (120) days prior to and continuing up to lease cancellation or termination. Lessor shall provide Lessee with reasonable notice prior to any inspection. Lessee shall provide personnel, power and other requirements necessary to demonstrate electrical, hydraulic and mechanical systems for each item of Equipment.

10. **DEFAULT AND REMEDIES:**

(a) Lessee shall be in default under this Agreement and under any Lease upon the occurrence of any of the following (each an **"Event of Default"**, and collectively, the **"Events of Default"**):

(i) Lessee fails to pay within ten (10) days after its due date, any Rent or any other amount due under this Agreement or any Lease;

(ii) Lessee breaches any of its insurance obligations under this Agreement or any other Document (as defined in Section 15 hereof);

(iii) Lessee breaches any of its other obligations under any Lease (other than those described elsewhere in this in Section 10(a)), and fails to cure that breach within thirty (30) days after written notice from Lessor;

(iv) any representation, warranty or covenant made by Lessee or any guarantor or surety for the obligations under any Lease (each a **"Guarantor"**, and collectively, the **"Guarantors"**) in connection with this Agreement or under any Lease shall be false or misleading;

(v) any Equipment is illegally used;

(vi) Lessee or any Guarantor becomes insolvent or ceases to do business as a going concern;

(vii) if Lessee or any Guarantor is a natural person, any death or incompetency of Lessee or such Guarantor;

(viii) a receiver is appointed for all or of any part of the property of Lessee or any Guarantor, or Lessee or any Guarantor makes any assignment for the benefit of its creditors;

(ix) Lessee or any Guarantor files a petition under any bankruptcy, insolvency or similar law, or in the event an involuntary petition is filed against Lessee or any Guarantor under any bankruptcy or insolvency laws and in the event of an involuntary petition, such petition is not dismissed within forty-five (45) days of the filing date;

(x) Lessee or any Guarantor breaches or is in default under any other agreement by and between Lessor (or any of its affiliates or parent entities) on the one hand, and Lessee or such Guarantor (or any of their respective parent or affiliates) on the other hand;

(xi) there is an improper filing of an amendment or termination statement relating to a filed financing statement describing the Equipment;

(xii) any Guarantor revokes or attempts to revoke its (his/her) obligations under its (his/her) guaranty or any related document to which it (he/she) is a party, or fails to observe or perform any covenant, condition or agreement to be performed under such guaranty or other related document to which it (he/she) is a party;

(xiii) Lessee or any Guarantor defaults: (a) under any other material obligation for borrowed money, the deferred purchase price of property or payments due under lease agreement(s); or (b) under any other contract or obligation requiring the payment of money in an amount greater than $50,000; and in any case, such default results in the right by the other party to the agreement to either accelerate the obligations thereunder or enforce its rights and remedies thereunder in accordance with the terms and provisions thereof;

(xiv) there is any dissolution or termination of existence of Lessee or any Guarantor;

(xv) there is any merger, consolidation or change in controlling ownership of Lessee or any Guarantor, or either Lessee or any Guarantor sells or leases all, or substantially all, of its assets; however, notwithstanding the foregoing, during the Term of any Lease, any Lessee Entity may (i) merge with any other Lessee Entity, or (ii) sell, convey, transfer or lease all or substantially all of its property to any other Lessee Entity; provided that Lessee provides Lessor with at least thirty (30) days prior written notice of any such proposed merger or transfer, and, if required, Lessee shall cause a new certificate title to be issued and delivered to Lessor for any affected unit of Equipment within forty-five (45) days of such merger or transfer with Lessor named as the sole lien holder on any such certificate of title; or

(xvi) there is a material adverse change in Guarantor's financial condition as determined solely by Lessor.

The default declaration shall apply to all Schedules unless specifically excepted by Lessor. Any provisions of this Agreement to the contrary notwithstanding, Lessor may exercise all rights and remedies hereunder independently with respect to each Schedule.

(b) Upon the occurrence of any Event of Default and so long as the same shall be continuing, Lessor may, at its option, at any time thereafter, exercise one or more of the following remedies set forth in this Section 10, as Lessor in its sole discretion shall lawfully elect. (i) Upon the request of Lessor, Lessee shall immediately comply with the provisions of Section 9(a), (ii) Lessee shall authorize Lessor to peacefully enter any premises where any Equipment may be and take possession of the Equipment, (iii) Lessee shall immediately pay to Lessor without further demand as liquidated damages, for loss of a bargain and not as a penalty, an amount equal to (x) the Stipulated Loss Value of the Equipment (calculated as of the Rent Payment date prior to the declaration of default), plus (y) all Rents and other sums then due under this Agreement, any Lease and all Schedules, (iv) Lessor may cancel or terminate the Lease as to any or all of the Equipment, and any cancellation or termination of Leases shall occur only upon written notice by Lessor to Lessee and only as to the units of Equipment specified in any such notice, (v) Lessor may, but shall not be required to, sell Equipment at private or public sale, in bulk or in parcels, with or without notice, and without having the Equipment present at the place of sale, (vi) Lessor may also, but shall not be required to, lease, otherwise dispose of or keep idle all or part of the Equipment, (vii) Lessor may use Lessee's premises for a reasonable period of time for any or all of the purposes stated above without liability for rent, costs, damages or otherwise, (viii) Lessor shall have the right to apply the proceeds of any sale, lease or other disposition, if any, in the following order of priorities: (1) to pay all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of Equipment; then, (2) to the extent not previously paid by Lessee, to pay Lessor all sums due from Lessee under this Agreement; then (3) to reimburse to Lessee any sums previously paid by Lessee as liquidated damages; and then (4) to the person or entity lawfully entitled thereto, if there exists any surplus. Lessee shall immediately pay any deficiency in (1) and (2) above, to the extent any exists, (ix) Lessor shall be entitled to collect from Lessee all costs, charges, and expenses, including actual legal fees and disbursements, incurred by Lessor by reason of any Event of Default under the terms of this Agreement, (x) Lessor may proceed by appropriate court action, either by law or in equity, to enforce the performance by Lessee of the applicable covenants of this Agreement and any Lease or to recover damages for breach hereof, and (xi) Lessor may exercise any rights it may have against any security deposit or other collateral pledged to it by Lessee, any Guarantor or any of their respective affiliates or parent entities.

(c) In addition to Lessor's remedies set forth above, any Rent or other amount not paid when due shall bear interest, from the due date until paid, at a per annum rate equal to the lesser of eighteen percent (18%) or the maximum rate not prohibited by applicable law (the **"Per Diem Interest Rate"**). The application of such Per Diem Interest Rate shall not be interpreted or deemed to extend any cure period set forth herein, cure any default or otherwise limit Lessor's rights or remedies

hereunder. Notwithstanding anything to the contrary contained in this Agreement or any Schedule, in no event shall this Agreement or any Schedule require the payment or permit the collection of amounts in excess of the maximum permitted by applicable law.

(d) The foregoing remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any remedies at law, in equity, or under any applicable statute or international treaty, convention or protocol. Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Lessee shall pay Lessor's actual attorney's fees incurred in connection with the enforcement, assertion, defense or preservation of Lessor's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted. Waiver of any default shall not be deemed to be a waiver of any other or subsequent default.

(e) Any Event of Default under the terms of this Agreement, any Lease or any other agreement between Lessor and Lessee may be declared by Lessor a default under this Agreement, any Lease and any such other agreement between Lessor and Lessee.

11. ASSIGNMENT: LESSEE SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER OR SUBLET ANY EQUIPMENT OR THE INTEREST OF LESSEE IN THIS AGREEMENT, ANY SCHEDULE OR THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Lessor may, without the consent of Lessee, assign this Agreement, any Schedule, or any interest herein or therein, or the right to enter into a Schedule. Lessee agrees that if Lessee receives written notice of an assignment from Lessor, Lessee will pay all Rent and all other amounts payable under any assigned Schedule to such assignee or transferee or as instructed by Lessor. Lessee also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by assignee or transferee, and Lessee hereby waives and agrees not to assert against any such assignee or transferee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever.

12. NET LEASE: Any Lease entered into pursuant to the terms and provisions of this Agreement is a net lease. Lessee acknowledges and agrees that its obligations to pay Rent and any and all amounts due and owing in accordance with the terms hereof and under any Schedule shall be absolute and unconditional, and such obligations shall not be released, discharged, waived, reduced, set-off or affected by any circumstances whatsoever, including, without limitation, any damage to or destruction of any Equipment, defects in the Equipment or Lessee no longer can use such Equipment. Lessee further acknowledges that Lessee is not entitled to reduce or set-off against Rent or any other amounts due to Lessor or to any assignee under Section 11, whether or not Lessee's claim arises out of this Agreement, any Lease, any statement by Lessor, Lessor's liability or any supplier's liability, strict liability, negligence or otherwise. Lessor shall have no obligation, liability or responsibility to Lessee or any other person with respect to the operation, maintenance, repairs, alterations, modifications, correction of faults or defects (whether or not required by applicable law) or insurance with respect to any Equipment, all such matters shall be, as between Lessee and Lessor, the sole responsibility of Lessee, regardless upon whom such responsibilities may fall under applicable law or otherwise, and the Rent payable hereunder has been set in reliance of Lessee's sole responsibility for such aforementioned matters.

13. INDEMNIFICATION:

(a) LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF LESSOR AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, AND ALL OF LESSOR'S AND SUCH AFFILIATES', SUCCESSORS' AND ASSIGNS' RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, PREDECESSORS, ATTORNEYS-IN-FACT AND LAWYERS (EACH AN "**INDEMNIFIED PARTY**") (ON AN AFTER TAX BASIS) FROM AND AGAINST ANY AND ALL LOSSES, DISPUTES, PENALTIES, CLAIMS, EXPENSES (INCLUDING WITHOUT LIMITATION LEGAL EXPENSES, INCLUDING, BUT NOT LIMITED TO, THOSE INCURRED IN CONNECTION WITH RESPONDING TO SUBPOENAS, THIRD PARTY OR OTHERWISE) DAMAGES AND LIABILITIES (INCLUDING WITHOUT LIMITATION ENVIRONMENTAL LIABILITIES) OF WHATSOEVER KIND AND NATURE (INCLUDING THOSE ARISING OUT OF LESSOR'S NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THE EQUIPMENT, THIS AGREEMENT OR ANY LEASE OR ANY OTHER DOCUMENT (AS DEFINED IN SECTION 15 HEREOF) (COLLECTIVELY, "CLAIMS"), REGARDLESS OF WHETHER SUCH INDEMNIFIED PARTY IS A PARTY THERETO AND WHETHER IN LAW OR EQUITY, OR IN CONTRACT, TORT OR OTHERWISE; PROVIDED, HOWEVER, THAT NO INDEMNIFIED PARTY SHALL BE ENTITLED TO INDEMNITY HEREUNDER IN RESPECT OF ANY CLAIM TO THE EXTENT THAT THE SAME IS FOUND BY A FINAL, NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY. This indemnity shall include, but is not limited to, Lessor's strict liability in tort or otherwise, including Claims that may be imposed on, incurred by or asserted against an Indemnified Party in any way arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the term of this Agreement, and the delivery, lease, sublease, chartering, possession, maintenance, use, non-use, financing, mortgaging, control, insurance, testing, condition, return, sale (including all costs, incurred in making the Equipment ready for sale after the exercise of remedies as a result of an Event of Default), operation or design of the Equipment (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee and any claim for patent, trademark or copyright infringement or environmental damage), any interchanging or pooling of any parts of the Equipment, if applicable; (ii) the condition of Equipment sold or disposed of after use by Lessee, any sublessee or employees of Lessee; (iii) any breach of Lessee's or any Guarantor's representations or obligations under any Lease or any other Document or any guaranty, or the failure by Lessee to comply with any term, provision or covenant contained in any Lease or any other Document or with any applicable law, rule or regulation with respect to the Equipment, or the nonconformity of the Equipment or its operation with any applicable law; (iv) any actions brought against any Indemnified Party that arise out of Lessee's or any Guarantor's actions or omissions (or actions or omissions of Lessee's or Guarantor's agents); or (v) reliance by any Indemnified Party on any representation or warranty made or deemed made by Lessee or any Guarantor (or any of their officers) under or in connection with any Lease or any other Document, or any report or other information delivered by Lessee or Guarantor pursuant hereto which shall have been incorrect in any

material respect when made or deemed made or delivered. Lessee shall pay on demand to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any Claims. Lessee shall, upon request, defend any actions based on, or arising out of, any of the foregoing.

(b) All references to Lessor in this Section 13 include Lessor and the consolidated taxpayer group of which Lessor is a member. All of Lessor's rights, privileges and indemnities contained in this Section 13 shall survive the expiration or other cancellation or termination of this Agreement. The rights, privileges and indemnities contained in this Agreement are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

14. **DISCLAIMER:** LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing, Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) of the Equipment, or any other circumstance in connection with the Equipment; (ii) the use, operation or performance of any Equipment or any risks relating to it; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Equipment. If, and so long as, no default exists under this Agreement, Lessee shall be, and hereby is, authorized during the Term of any Lease to assert and enforce, whatever claims and rights Lessor may have against any supplier of the Equipment leased hereunder at Lessee's sole cost and expense, in the name of and for the account of Lessor and/or Lessee, as their interests may appear.

15. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE:**

(a) Each Lessee Entity makes each of the following representations and warranties to Lessor on the date hereof and on the Lease Commencement Date:

(i) Lessee has adequate power and capacity to enter into, and perform under, this Agreement and all related documents (each a "**Document**" and together, the "**Documents**"). Lessee is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(ii) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

(iii) No approval, consent or withholding of objections is required from any governmental authority or entity with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained.

(iv) The entry into and performance by Lessee of the Documents do not, and will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's organizational documents; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party.

(v) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, which if decided against Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement.

(vi) Each financial statement delivered to Lessor has been prepared in accordance with generally accepted accounting principles consistently applied. Since the date of the most recent financial statement, there has been no material adverse change.

(vii) Lessee's exact legal name and jurisdiction of organization is as set forth in the first sentence of this Agreement.

(viii) Lessee has received, or will receive, substantial benefit from the agreements and transactions contained in the Lease and Documents, and Lessee has received, or will receive, reasonably equivalent value for its undertakings under the Lease and Documents.

(ix) After giving effect to the Lease and any contingent obligations contained herein, Lessee is solvent and has assets which exceed its liabilities.

(x) Each Lessee Entity shall have access to any and all units of Equipment described in any Schedule and all of the entitlements of a "Lessee" under and subject to the Lease and all of the Documents with respect thereto, regardless of whether such Documents have been executed by any particular Lessee Entity.

(b) Lessee hereby covenants to Lessor that at all times during the Term of any Lease:

(i) The Equipment accepted under any Schedule and/or (as the case may be) Certificate of Acceptance is and will remain tangible personal property.

(ii) Lessee is and will be at all times validly existing and in good standing under the laws of its state or (as the case may be) commonwealth of incorporation or organization (specified in the first sentence of this Agreement).

(iii) The Equipment will at all times be used for commercial or business purposes.

(iv) Lessee shall not consolidate, reorganize or merge with any other corporation or entity, or sell, convey, transfer or lease all or substantially all of its property during the Term of any Lease. Notwithstanding the foregoing, during the Term of any Lease, any Lessee Entity may (i) merge with any other Lessee Entity, or (ii) sell, convey, transfer or lease all or substantially all of its property to any other Lessee Entity; provided that Lessee provides Lessor with at least thirty (30) days prior written notice of any such proposed merger or transfer, and, if required, Lessee shall cause a new certificate title to be issued and delivered to Lessor for any affected unit of Equipment within forty-five (45) days of such merger or transfer with Lessor named as the sole lien holder on any such certificate of title.

(v) Lessee shall maintain all books and records (including any computerized maintenance records) pertaining to the Equipment during the Term of any Lease in accordance with applicable rules and regulations.

(vi) Lessee is and will remain in full compliance with all laws and regulations applicable to it including, without limitation, (i) ensuring that no person who owns a controlling interest in or otherwise controls Lessee is or shall be (Y) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (Z) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and (ii) compliance with all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

16. **OWNERSHIP FOR TAX PURPOSES, GRANT OF SECURITY INTEREST; USURY SAVINGS:**

(a) For all purposes, the parties hereto agree that it is their mutual intention that Lessee shall be considered the owner of the Equipment. Accordingly, Lessor agrees (i) to treat Lessee as the owner of the Equipment on its federal income tax return and any personal property tax returns, (ii) not to take actions or positions inconsistent with such treatment on or with respect to its federal income tax return, and (iii) not to claim any tax benefits available to an owner of the Equipment on or with respect to its federal income tax return. The foregoing undertakings by Lessor shall not be violated by Lessor's taking a tax position inconsistent with the foregoing sentence to the extent such a position is required by law or is taken through inadvertence so long as such inadvertent tax position is reversed by Lessor promptly upon its discovery. Lessor shall in no event be liable to Lessee if Lessee fails to secure any of the tax benefits available to the owner of the Equipment.

(b) Lessee hereby grants to Lessor a first priority security interest in the Equipment, together with all additions, attachments, accessories and accessions thereto whether or not furnished by any supplier of the Equipment and any and all substitutions, upgrades, replacements or exchanges therefor, and any and all insurance and/or other proceeds of the property in and against which a security interest is granted hereunder. This security interest is given to secure the payment and performance of all debts, obligations and liabilities of any kind whatsoever of Lessee to Lessor, any affiliates (including without limitation, any direct or indirect parent, subsidiary or sister entity), successors, assignees of Lessor or any Other Lessor (as hereinafter defined) (collectively, **"Lessor Parties"**), now existing or arising in the future under this Agreement, any Other Lease (as hereinafter defined) or any Schedules hereto or thereto, and any renewals, extensions and modifications of such debts, obligations and liabilities. Lessor Parties may set off any amounts owed to Lessee and its affiliates under this Agreement, any Other Lease or any Schedule hereto or thereto against any amounts owed to Lessor Parties by Lessee or any of its affiliates.

(c) It is the intention of the parties hereto to comply with any applicable usury laws to the extent that any Schedule is determined to be subject to such laws; accordingly, it is agreed that, notwithstanding any provision to the contrary in any Schedule or this Agreement, in no event shall any Schedule require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. If any such excess interest is contracted for, charged or received under any Schedule or this Agreement, or in the event that all of the principal balance shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under any Schedule or this Agreement shall exceed the maximum amount of interest permitted by applicable law, then in such event (i) the provisions of this paragraph shall govern and control, (ii) neither Lessee nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by applicable law, (iii) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal balance or refunded to Lessee, at the option of Lessor, and (iv) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under applicable law as now or hereafter construed by the courts having jurisdiction thereof. It is further agreed that without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under any Schedule or this Agreement which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the indebtedness evidenced hereby, all interest at any time contracted for, charged or received from Lessee or otherwise by Lessor in connection with such indebtedness; provided, however, that if any applicable state law is amended or the law of the United States of America preempts any applicable state law, so that it becomes lawful for Lessor to receive a greater interest per annum rate than is presently allowed, Lessee agrees that, on the effective date of such amendment or preemption, as the case may be, the lawful maximum hereunder shall be increased to the maximum interest per annum rate allowed by the amended state law or the law of the United States of America.

17. **END OF LEASE PURCHASE OPTION:** On the expiration of the Basic Term of any Lease, Lessee may, so long as no Event of Default (or event or circumstance which with the giving of notice or passage of time or both, would result in an Event of Default) exists thereunder, and such Lease has not been earlier cancelled or terminated, purchase all (but not less than all) of Lessor's right, title and interest in the Equipment on an AS IS, WHERE IS basis, without recourse to or representation or warranty from Lessor express or implied ("AS-IS BASIS"), for immediately available funds equal to the amount indicated on such Schedule (the **"Option Payment"**), plus all applicable sales taxes. Unless the Option Payment under a Lease is one dollar ($1.00), Lessee must give Lessor written notice at least thirty (30) days before the end of the Basic Term of such Lease of Lessee's irrevocable intent to purchase Lessor's right, title and interest in the Equipment. If the Option Payment under a Lease is one dollar ($1.00), upon the expiration of the Basic Term of such Lease and provided that all Rent and other sums due and unpaid under such Lease have been paid in full, the applicable Equipment or Lessor's right, title and interest in the applicable Equipment will, without any further action be deemed to be sold or transferred to Lessee on an AS-IS BASIS for a purchase price of one dollar ($1.00). If the Option Price under a Lease is greater than one dollar ($1.00), such Option Price, plus all applicable sales taxes, shall be due and payable in immediately available funds on the expiration of the Basic Term of such Lease.

18. **MISCELLANEOUS:**

(a) LESSEE AND LESSOR UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN LESSEE AND LESSOR RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS

BEING ESTABLISHED BETWEEN LESSEE AND LESSOR. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER, ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(b) All Equipment shall at all times remain personal property even though it may be attached to real property. The Equipment shall not become part of any other property by reason of any installation in, or attachment to, other real or personal property.

(c) Time is of the essence of this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement and any Lease. Lessor may correct patent errors and fill in all blanks in the Documents consistent with the agreement of the parties. Lessee will promptly, upon Lessor's request and at Lessee's sole cost and expense, execute, or otherwise authenticate, any document, record or instrument necessary or expedient for filing, recording or perfecting the interest of Lessor or to carry out the intent of this Agreement and any Lease (including filings to evidence amendments to this Agreement and any Lease, and acknowledgments of assignments), and will take such further action as Lessor may reasonably request in order to carry out more effectively the intent and purposes of this Agreement and any Lease and to establish Lessor's rights and remedies under this Lease, or otherwise with respect to the Equipment. In addition, Lessee hereby authorizes Lessor to file a financing statement and amendments thereto describing the Equipment described in any and all Schedules now and hereafter executed pursuant hereto and adding any other collateral described therein and containing any other information required by the applicable Uniform Commercial Code. Lessee irrevocably grants to Lessor the power to sign Lessee's name and generally to act on behalf of Lessee to execute and file financing statements and other documents pertaining to any or all of the Equipment. Lessee hereby ratifies its prior authorization for Lessor to file financing statements and amendments thereto describing the Equipment and containing any other information required by any applicable law (including without limitation the Uniform Commercial Code) if filed prior to the date hereof. All notices required to be given hereunder shall be deemed adequately given if delivered by hand or sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have designated in writing. This Agreement and any Schedules and Annexes thereto constitute the entire agreement of the parties with respect to the subject matter hereof. NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.

(d) If Lessee does not comply with any provision of this Agreement, Lessor shall have the right, but shall not be obligated, to effect such compliance, in whole or in part. All reasonable amounts spent and obligations incurred or assumed by Lessor in effecting such compliance shall constitute additional Rent due to Lessor. Lessee shall pay the additional Rent within five (5) days after the date Lessor sends notice to Lessee requesting payment. Lessor's effecting such compliance shall not be a waiver of Lessee's default.

(e) Any provisions in this Agreement and any Schedule that are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto.

(f) Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) within each Schedule to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of the change in the Capitalized Lessor's Cost. Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if it has changed.

(g) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT. LESSEE IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CONNECTICUT TO HEAR AND DETERMINE ANY SUIT, ACTION OR PROCEEDING AND TO SETTLE ANY DISPUTES, WHICH MAY ARISE OUT OF OR IN CONNECTION HEREWITH (COLLECTIVELY, THE "**PROCEEDINGS**"), AND LESSEE FURTHER IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO REMOVE ANY SUCH PROCEEDINGS FROM ANY SUCH COURT (EVEN IF REMOVAL IS SOUGHT TO ANOTHER OF THE ABOVE-NAMED COURTS). LESSEE IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MIGHT NOW OR HEREAFTER HAVE TO THE ABOVE-NAMED COURTS BEING NOMINATED AS THE EXCLUSIVE FORUM TO HEAR AND DETERMINE ANY SUCH PROCEEDINGS AND AGREES NOT TO CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS FOR ANY REASON WHATSOEVER, THAT IT OR ITS PROPERTY IS IMMUNE FROM LEGAL PROCESS FOR ANY REASON WHATSOEVER, THAT ANY SUCH COURT IS NOT A CONVENIENT OR APPROPRIATE FORUM IN EACH CASE WHETHER ON THE GROUNDS OF VENUE OR FORUM NON-CONVENIENS OR OTHERWISE. LESSEE ACKNOWLEDGES THAT BRINGING ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY COURT OTHER THAN THE COURTS SET FORTH ABOVE WILL CAUSE IRREPARABLE HARM TO LESSOR WHICH COULD NOT ADEQUATELY BE COMPENSATED BY MONETARY DAMAGES, AND, AS SUCH, LESSEE AGREES THAT, IN ADDITION TO ANY OF THE REMEDIES TO WHICH LESSOR MAY BE ENTITLED AT LAW OR IN EQUITY, LESSOR WILL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS (WITHOUT THE POSTING OF ANY BOND AND WITHOUT PROOF OF ACTUAL DAMAGES) TO ENJOIN THE PROSECUTION OF ANY SUCH PROCEEDINGS IN ANY OTHER COURT. Notwithstanding the foregoing, each of Lessee and Lessor shall have the right to apply to a court of

competent jurisdiction in the United States or abroad for equitable relief as is necessary to preserve, protect and enforce their rights under this Agreement and any Lease, including but not limited to orders of attachment or injunction necessary to maintain the status quo pending litigation or to enforce judgments against Lessee, any Guarantor or the Equipment or to gain possession of the Equipment.

(h) Any cancellation or termination by Lessor, pursuant to the provisions of this Agreement, any Schedule, supplement or amendment hereto, of the lease of any Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder.

(i) To the extent that any Schedule would constitute chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest therein may be created through the transfer or possession of this Agreement in and of itself without the transfer or possession of the original of a Schedule executed pursuant to this Agreement and incorporating this Agreement by reference; and no security interest in this Agreement and a Schedule may be created by the transfer or possession of any counterpart of the Schedule other than the original thereof, which shall be identified as the document marked Original and all other counterparts shall be marked "Duplicate".

(j) This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page of this Agreement or any delivery contemplated hereby by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

(k) Lessee hereby acknowledges and agrees that Lessor reserves the right to impose fees or charges for returned checks and certain optional services that Lessor may offer or provide to Lessee during the term of this Agreement. Lessor will notify Lessee the amount of the applicable fee or charge if Lessee requests such optional services. In addition, Lessor may make available to Lessee a schedule of fees or charges for such optional services from time to time or upon demand, provided, however, that such fees and charges are subject to change in Lessor's sole discretion without notice to Lessee.

(l) Lessor has the right to receive and retain rebates, discounts and other compensation directly or indirectly from manufacturers, suppliers and vendors with respect to the Equipment leased hereunder.

(m) Lessee authorizes Lessor and its representatives to contact and communicate with Lessee and provide Lessee with information and notices relating to Lessor's services and products from time to time, including, without limitation, solicitations and/or materials advertising the commercial availability, price or quality of goods, property or services, via facsimile transmission or email.

(n) Lessee hereby acknowledges that it has not received or relied on any legal, tax, financial or accounting advice from Lessor and that Lessee has had the opportunity to seek advice from its own advisors and professionals in that regard.

(o) LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ENTITY THAT IS AN AFFILIATE OR SUBSIDIARY OF GENERAL ELECTRIC CAPITAL CORPORATION ("GECC") OR ANY OTHER LESSOR (EACH, AN "OTHER LESSOR") MAY FROM TIME TO TIME DIRECTLY ENTER INTO AND EXECUTE (AS THE NAMED LESSOR): (I) ANY SCHEDULE OR OTHER LEASE AGREEMENT INCORPORATING THE TERMS OF THIS AGREEMENT BY REFERENCE (AN "**OTHER LEASE**"); AND (II) ANY OTHER DOCUMENTS RELATING TO SUCH OTHER LEASE. IN EACH SUCH SITUATION, THE LESSOR UNDER THE SEPARATE INSTRUMENT OF LEASE RESULTING FROM SUCH OTHER LEASE SHALL BE THE OTHER LESSOR DIRECTLY ENTERING INTO AND EXECUTING SUCH OTHER LEASE OR (AS THE CASE MAY BE) ANY SUCCESSOR OR ASSIGN OF SUCH ENTITY, AND SUCH OTHER LESSOR SHALL HAVE ALL OF THE RIGHTS OF THE LESSOR UNDER THIS AGREEMENT. ANY SUCH OTHER LESSOR OR ANY SUCCESSOR OR ASSIGN OF SUCH ENTITY, MAY APPOINT AGENTS (INCLUDING GECC) TO ACT ON ITS BEHALF.

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IN WITNESS WHEREOF, Lessee and Lessor have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
General Electric Capital Corporation	America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc.
By: _____	By: _____
Name: _____	Name: ADAM MARR
Title: _____	Title: VP

EQUIPMENT SCHEDULE
(Quasi Lease - Fixed Rate)
SCHEDULE NO. 8685364-001
DATED THIS June 24, 2011
BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION ("LESSOR")
AND
America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc.
("LESSEE")
TO MASTER LEASE AGREEMENT
DATED AS OF June 24, 2011
BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION ("GECC")
AND
LESSEE

Lessor & Mailing Address:
General Electric Capital Corporation
500 W. Monroe Street
Chicago, IL 60661

Lessee & Mailing Address
America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc.

8150 North Central Expressway, Suite M1000
Dallas, TX 75206

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, and capitalized terms not defined herein shall have the meanings assigned to them in, the Master Lease Agreement identified above ("Agreement"). This Schedule and the terms of the Agreement incorporated by reference are collectively referred to as "Lease". This Schedule, incorporating by reference the Agreement, constitutes a separate instrument of lease.

A. Equipment: Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "Equipment").

Quantity	Owner	State Where Titled	Capitalized Lessor's Cost	Manufacturer	Serial Number/VIN#	Year/Model/ Type of Equipment	Garage Location of Equipment
Fifty One (51) Motor Coach Buses as more fully described on the attached Exhibit "A"							

and including all purchase orders, additions, attachments, accessories and accessions thereto, and any and all substitutions, upgrades, replacements or exchanges therefore.

B. Financial Terms

1. Advance Rent (if any): $50,271.37
2. Capitalized Lessor's Cost: $ 9,158,904.09
3. Basic Term (No. of Months): 48 Months
4. Basic Term Lease Rate Factor: 7 @ .04070860 and 41 @ .02058936
5. Basic Term Commencement Date: July 1, 2011
6. Lessee Federal Tax ID No : See Attached Exhibit A
7. Last Delivery Date: June 24, 2011*
8. Daily Lease Rate Factor: 0.007841143
9. Interest Rate: 7.447%
10. Option Payment: $51.00

* Conditions Precedent to Leasing/Funding: All of the terms and conditions set forth in this Lease are subject to the satisfaction of all the following conditions precedent no later than the Last Delivery Date, each in form and substance satisfactory to Lessor at its sole discretion: (i) all of the conditions precedent set forth in the Agreement (including Section 1 thereof), this Schedule and the other Documents relating to this Schedule; (ii) no Event of Default or event which with the passage of time or the giving of notice would become an Event of Default has occurred under the Agreement; (iii) as of the Last Delivery Date, there will have been, since the date that this Schedule is delivered to the Lessee for execution, no adverse change (as determined by Lessor in its sole discretion) in the business prospects or projections, operations, management, financial or other conditions of the Lessee, any affiliate of Lessee, any Guarantor, or any other party to whom Lessor may have recourse in regard to this Lease, or in the industry in which Lessee or Guarantor or such other party operates, or a change in control of any one of the aforesaid parties; and (iv) the absence, during the period from the date that this Schedule is delivered to the Lessee for execution to the Last Delivery Date, of any disruption of, or adverse change in, the leasing or lending market, leasing or loan syndication, or financial, banking or capital markets conditions. If any such condition precedent is not so satisfied by the Last Delivery Date, Lessor shall have no obligation to proceed with the transactions contemplated under this Schedule or any other Documents related to this Schedule.

11. First Termination Date: **Thirty-six (36)** months after the Basic Term Commencement Date.

12. Interim Rent: For the period from and including the Lease Commencement Date to but not including the Basic Term Commencement Date (**"Interim Period"**), Lessee shall pay as rent (**"Interim Rent"**) for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on Lease Acceptance.

13. Basic Term Rent. Commencing on July 1, 2011 and on the same day of each month thereafter (each, a **"Rent Payment Date"**) during the Basic Term, Lessee shall pay as rent (**"Basic Term Rent"**) the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.

14. Tax Administration Fee. As compensation for Lessor's internal and external costs in the administration of Taxes related to each unit of Equipment, Lessee agrees to pay Lessor a tax administrative fee equal to $12 per unit of Equipment per year during the Term of such unit of Equipment, not to exceed the maximum permitted by applicable law ("Tax Administration Fee"). The Tax Administrative Fee (at Lessor's sole discretion) may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect Lessor's increased cost of administration and Lessor will notify Lessee of any such increase by indicating such increased amount in the relevant invoice or in such other manner as Lessor deems appropriate. Notwithstanding anything in this Section to the contrary, if more than ten (10) units of Equipment are covered by this Schedule, the total number of units of Equipment used for purposes of calculating the Tax Administration Fee shall be capped at ten (10) units of Equipment.

15. Documentation Fee: **$9,158.90**, payable on or before Lease Commencement Date.

C. Interest Rate: Interest shall accrue from the Lease Commencement Date through and including the date of termination of the Lease.

D. Property Tax

As applicable, Lessee agrees that it will list the Equipment for property tax purposes and report any property tax assessed against such Equipment unless otherwise directed in writing by Lessor, and promptly pay all property taxes which may be assessed against the Equipment during the term of the Lease. If requested by Lessor, Lessee shall provide us with proof of payment of such taxes.

E. Minimum Liability Insurance Coverage:

Minimum Liability Insurance Coverage: Lessee shall maintain throughout the Term of the Lease with respect to the Equipment, liability coverage in an amount equal to at least $15,000,000 total liability per occurrence.

F. Article 2A Notice

IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE EQUIPMENT WAS SELECTED BY AND IS IN THE POSSESSION OF AND BEING USED BY THE LESSEE, (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY SUPPLIER(S), WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

G. Stipulated Loss and Termination Value Table*

# of base payments	termination value % of cost	stipulated loss value % of cost	# of base payments	termination value % of cost	stipulated loss value % of cost
1		107.032	25		51.662
2		103.452	26		49.811
3		99.859	27		47.950
4		96.242	28		46.078
5		92.605	29		44.194
6		88.950	30		42.300
7		85.270	31		40.393
8		81.580	32		38.474
9		79.894	33		36.544
10		78.204	34		34.603
11		76.500	35		32.650
12		74.793	36		30.686
13		73.071	37	26.988	28.708
14		71.340	38	25.058	26.718
15		69.603	39	23.116	24.716
16		67.854	40	21.162	22.702
17		66.095	41	19.194	20.674
18		64.328	42	17.214	18.634
19		62.548	43	15.221	16.581
20		60.757	44	13.215	14.515
21		58.957	45	11.196	12.436
22		57.150	46	9.164	10.344
23		55.330	47	7.118	8.238
24		53.503	48	5.060	6.120

* The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

H. Modifications and Additions for This Schedule Only

1. For purposes of this Schedule, the Agreement is amended and/or supplemented as follows:

(i) Preferred Payment Terms. Credit to Lessee's account for this Lease may be delayed if payment is (a) not received at the Lessor's payment address indicated in Lessor's invoice or other instructions from Lessor from time to time or (b) not accompanied by Lessor's invoice number. Preferred forms of payment include direct debit, wires, company checks and certified checks. Payment in any other form may delay processing or be returned to Lessee. Delayed credit may cause Lessee to incur a late payment fee. All credit for payments of Lessee's account for this Lease are subject to final payment by the institution on which the item of payment was drawn.

(ii) Payment Application. Lessor reserves the right to select the method by which payments and credits are allocated to the Lease account of the Lessee in Lessor's sole discretion.

(iii) Disputed Payments. Without prejudice to any of the rights and remedies of Lessor under the Lease or any of the other Documents, all written communication concerning disputed amounts, including any check or other payment instrument that (a) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (b) is tendered with other conditions or limitation must be mailed or delivered to the Lessor at the address for billing inquiries and/or correspondence shown on the invoice or statement and not to the payment address.

(iv) Compliance with Applicable Laws. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, any provisions in the Lease to the contrary notwithstanding, in no event shall the Lease require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law as now or hereafter construed by a court of competent jurisdiction. If any such excess interest is contracted for, charged or received pursuant to the Lease, or in the event that all of the principal balance under the Lease shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received shall exceed the maximum amount of interest permitted by applicable law as so construed, then in such event any such excess which may have been

collected shall, at Lessor's option, either be credited to the unpaid principal balance of or other amounts payable under the Lease as a prepayment of principal or such other amounts, without any prepayment fee, or refunded to Lessee, and the effective rate of interest shall automatically be reduced to the maximum lawful rate allowed under applicable law as now or hereafter construed by a court of competent jurisdiction. Without limiting the foregoing, all calculations of the rate of interest contracted for, charged or received with respect to the Lease which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the fullest extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the indebtedness, all interest at any time contracted for, charged to or received from Lessee in connection with such indebtedness. Notwithstanding the foregoing, if any applicable law is amended or the law of the United States of America preempts any applicable law, so that it becomes lawful for Lessor to receive a greater interest per annum rate than is presently allowed, Lessee agrees that, on the effective date of such amendment or preemption, as the case may be, the lawful maximum hereunder shall be increased to the maximum interest per annum rate allowed by the amended law or the law of the United States of America.

(v) Information Sharing Consent. Lessee and each of Lessee's affiliates authorize Lessor to disclose information about Lessee and Lessee's affiliates that Lessor may at any time possess to any Lessor affiliate, successor, assign and/or participant, and/or to any manufacturer or vendor of any property subject to the Lease or to any other party with a financial interest in the Lease, whether such information was supplied by Lessee to Lessor or otherwise obtained by Lessor.

2. Promotional Materials. Lessee hereby confirms that Lessor is authorized and permitted to use Lessee's name, logo and/or trademark in connection with certain promotional materials that Lessor may disseminate to the public in connection with the transaction contemplated under this Lease, the Agreement and/or (as the case may be) any other Lease entered into under the Agreement and the business relationship between Lessee and Lessor established under the Agreement and each Lease, and such promotional materials may include, but are not limited to, presentations, brochures, internet website, advertising in newspaper and/or other publications. Lessor agrees, if Lessee so requests in writing, to give Lessee an opportunity to review and comment on any such promotional materials

3. Title to Equipment. Lessee hereby covenants that it will, at its sole expense, cause an original certificate of title to be issued for each unit of Equipment by the respective jurisdiction for each unit of Equipment listed above in Section A hereof with each Lessee Entity noted in Section A as the owner on the certificate of title for each respective unit of Equipment and with Lessor as the named sole lienholder (satisfactory to Lessor in its sole discretion) within ninety (90) days of the date of this Schedule (the "Title Date") and Lessee shall deliver the original certificates of title by the Title Date. If Lessee fails to comply with this paragraph, such failure shall be deemed an immediate Event of Default under the Lease.

4. Subleases. Lessee hereby acknowledges and agrees that none of the units of Equipment are subject to sublease agreements.

I. EQUIPMENT SPECIFIC PROVISIONS

The first sentence of the REPORTS Section subsection (d) of the Lease shall be deleted in its entirety and the following substituted in its stead:

(d) Lessee will promptly notify Lessor in writing of a change in the Equipment Location in the event that any unit of Equipment fails to return to such location for a period of ninety consecutive days.

The DELIVERY, USE AND OPERATION Section subsection (b) of the Lease shall be amended to add the following clauses at the end thereof:

Lessee will allow only qualified, properly-licensed personnel selected, employed and controlled by Lessee to operate the Equipment.
LESSEE SHALL NOT USE THE EQUIPMENT FOR THE PURPOSE OF TRANSPORTING HAZARDOUS MATERIAL (INCLUDING HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES) EXCEPT TO THE EXTENT THAT SUCH HAZARDOUS MATERIAL, IS A "MATERIAL OF TRADE", AS THOSE TERMS ARE DEFINED IN 49 CFR § 171.8 AND 49 CFR § 173.6 OF THE DOT REGULATIONS.

J. Early Purchase Option:

(a) Lessee may purchase on an AS-IS BASIS all (but not less than all) of the Equipment on any Schedule on any Rent Payment Date after the First Termination Date specified in this Schedule but prior to the last Rent Payment Date of such Schedule (the "Early Purchase Date"), for a price equal to (i) the Termination Value (calculated as of the Early Purchase Date) for the Equipment, and (ii) all rent and other sums due and unpaid as of the Early Purchase Date (together, the "Early Option Price"), plus all applicable sales taxes. Lessee must notify Lessor of its intent to purchase the Equipment in writing at least thirty (30) days, but not more than two hundred seventy (270) days, prior to the Early Purchase Date. Upon the occurrence of an Event of Default or if this Schedule or the Agreement has already been cancelled or terminated, Lessee may not purchase the Equipment. (The purchase option granted by this subsection shall be referred to herein as the "Early Purchase Option").

(b) If Lessee exercises its Early Purchase Option, then on the Early Purchase Date, Lessee shall pay to Lessor the Early Option Price, plus all applicable sales taxes

K. Payment Authorization

Lessor is hereby irrevocably authorized and directed by Lessee to deliver and apply the proceeds due under this Schedule as follows, and to the extent any such proceeds are to be paid to Lessee, Lessor is hereby irrevocably authorized and directed by Lessee to first apply such proceeds to any amount due and owing by Lessee to Lessor on or prior to Lessor's funding of such proceeds and then remit the balance of such proceeds to Lessee:

Company Name	Address	Amount
General Electric Capital Corporation*	500 W. Monroe St., Chicago, Illinois 60661	$8,904,016.41
*For payoff of accounts2081615-001, 002, 004, 005, 007, 011 and 2081631-001, 002, 003, 004, 005		
Upfront State Sales Tax – FL		$208,006.24
Upfront State Sales Tax – NC		$6,000.00
Upfront State Sales Tax – NV		$23,680.24
Upfront State Sales Tax – CA		$17,201.20
	Total	$9,158,904.09

This authorization and direction is given pursuant to the same authority authorizing the above-mentioned financing.

CERTIFICATION OF ACCEPTANCE. Pursuant to the provisions of the Lease, as it relates to this Schedule, Lessee hereby certifies and warrants that as of (a) the date set forth below under Lessee's signature; or (b) (if such date is not completed) the date of this Schedule as set forth above: (i) all Equipment listed in or under this Schedule has been delivered and (if applicable) installed, is in good condition and appearance and in working order; (ii) Lessee has inspected the Equipment, and all such testing as it deems necessary has been performed by Lessee, supplier or the manufacturer; and (iii) Lessee irrevocably accepts the Equipment for all purposes of the Lease, the purchase documents and all attendant documents.

Lessee does further certify that as of (a) the date set forth below under Lessee's signature; or (b) (if such date is not completed) the date of this Schedule as set forth above: (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of this Schedule and the provisions of the Agreement, the provisions of this Schedule shall prevail with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date indicated below.

LESSOR:	LESSEE:
General Electric Capital Corporation	America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc.
By: _____	By: _____
Name: _____	Name: ADAM MARR
Title: _____	Title: VP
Date: _____	Date: 6/24/11

Exhibit A to Equipment Schedule No. 8685364001

Quantity	Owner	Lessee Federal Tax ID	State Where Titled	Capitalized Lessor's Cost	Manufacturer	Serial Number/VIN	YEAR	Type of Equipment	Garage Location of Equipment
1	America Charters, LTD		Wyoming	$ 188,993.64	Van Hool	YE2CC15B772046676	2007	Motor Coach Bus	1251 W Craighead Rd, Charlotte, NC 28206
1	America Charters, LTD		Wyoming	$ 188,993.64	Van Hool	YE2CC15B972046677	2007	Motor Coach Bus	1251 W Craighead Rd, Charlotte, NC 28206
1	America Charters, LTD		Wyoming	$ 215,212.49	Van Hool	YE2CC27B872047353	2007	Motor Coach Bus	1251 W Craighead Rd, Charlotte, NC 28206
1	CUSA DCCAE, LLC		Wyoming	$ 203,172.04	Motor Coach Industries	1M86DMPA67P057732	2007	Motor Coach Bus	14000 W 44th Avenue, Golden, CO 80403
1	America Charters, LTD		Wyoming	$ 147,153.95	PREVOST	2PCID34995J010171	2005	Motor Coach Bus	2020 S Briggs Ave, Durham, NC 27703
1	America Charters, LTD		Wyoming	$ 158,992.55	PREVOST	2PCID34995J010204	2005	Motor Coach Bus	2020 S Briggs Ave, Durham, NC 27703
1	Midnight Sun Tours, Inc		Wyoming	$ 213,062.49	Van Hool	YE2CC27B162047199	2006	Motor Coach Bus	2201 S Dixie Hwy, Ste 2, Lake Worth, FL 33460
1	CUSA FL, LLC		Wyoming	$ 198,266.44	Van Hool	YE2CC17B372047237	2007	Motor Coach Bus	300 Toland St, San Francisco, CA 94124
1	Florida Cruise Connection, Inc		Wyoming	$ 149,536.15	Van Hool	YE2CC25B352045495	2005	Motor Coach Bus	31 Sarasota Center, Blvd, Sarasota, FL 34240
1	Florida Cruise Connection, Inc		Wyoming	$ 149,536.15	Van Hool	YE2CC25B552045494	2005	Motor Coach Bus	31 Sarasota Center, Blvd, Sarasota, FL 34240
1	Florida Cruise Connection, Inc		Wyoming	$ 149,536.15	Van Hool	YE2CC25BX52045491	2005	Motor Coach Bus	31 Sarasota Center, Blvd, Sarasota, FL 34240
1	Florida Cruise Connection, Inc		Wyoming	$ 214,594.19	Van Hool	YE2CC27B062047197	2006	Motor Coach Bus	31 Sarasota Center, Blvd, Sarasota, FL 34240
1	Florida Cruise Connection, Inc		Wyoming	$ 214,594.19	Van Hool	YE2CC27B762047195	2006	Motor Coach Bus	31 Sarasota Center, Blvd, Sarasota, FL 34240
1	Florida Cruise Connection, Inc		Wyoming	$ 214,594.19	Van Hool	YE2CC27B962047196	2006	Motor Coach Bus	31 Sarasota Center, Blvd, Sarasota, FL 34240
1	American Coach Lines of Jacksonville, Inc		Wyoming	$ 140,080.14	Motor Coach Industries	2M93JMPA15W062874	2005	Motor Coach Bus	3501 W Beaver St, Jacksonville, FL 32254
1	American Coach Lines of Jacksonville, Inc		Wyoming	$ 218,351.49	Motor Coach Industries	2M93JMPA47W063858	2007	Motor Coach Bus	3501 W Beaver St, Jacksonville, FL 32254
1	American Coach Lines of Jacksonville, Inc		Wyoming	$ 140,080.14	Motor Coach Industries	2M93JMPAX5W062873	2005	Motor Coach Bus	3501 W Beaver St, Jacksonville, FL 32254
1	CUSA ELKO, LLC		Wyoming	$ 184,688.59	Motor Coach Industries	1M85DMDA07P057614	2007	Motor Coach Bus	3560 W Idaho, Elko, Nevada 89801
1	CUSA ELKO, LLC		Wyoming	$ 184,688.59	Motor Coach Industries	1M85DMDA27P057615	2007	Motor Coach Bus	3560 W Idaho, Elko, Nevada 89801
1	American Coach Lines of Miami, Inc		Florida	$ 207,801.29	Motor Coach Industries	1M86DMPA06P057336	2006	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	American Coach Lines of Miami, Inc		Florida	$ 207,801.28	Motor Coach Industries	1M86DMPA76P057334	2006	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	American Coach Lines of Miami, Inc		Florida	$ 207,801.29	Motor Coach Industries	1M86DMPA96P057335	2006	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	American Coach Lines of Miami, Inc		Florida	$ 125,437.74	Optima	1Z9F6BR505W216308	2005	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	American Coach Lines of Miami, Inc		Florida	$ 125,484.22	Optima	1Z9F6BR535W216304	2005	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	American Coach Lines of Miami, Inc		Florida	$ 125,484.22	Optima	1Z9F6BR555W216305	2005	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	American Coach Lines of Miami, Inc		Florida	$ 125,484.22	Optima	1Z9F6BR575W216306	2005	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	American Coach Lines of Miami, Inc		Florida	$ 125,484.22	Optima	1Z9F6BR595W216307	2005	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	American Coach Lines of Miami, Inc		Wyoming	$ 207,118.03	Van Hool	YE2CC27B3X7047256	2007	Motor Coach Bus	3595 NW 110th St, Miami, FL 33167
1	America Charters, LTD		Wyoming	$ 142,558.99	Motor Coach Industries	2M93JMPA05W062819	2005	Motor Coach Bus	3636 N Glenn Ave, Winston-Salem, NC 27105
1	American Coach Lines of Orlando, Inc		Wyoming	$ 196,124.06	Van Hool	YE2CC16B572046706	2007	Motor Coach Bus	4950 L B Mcleod Rd, Orlando, FL 32811
1	American Coach Lines of Orlando, Inc		Wyoming	$ 196,124.06	Van Hool	YE2CC16BX72046703	2007	Motor Coach Bus	4950 L B Mcleod Rd, Orlando, FL 32811
1	American Coach Lines of Atlanta, Inc		Wyoming	$ 132,104.09	Motor Coach Industries	2M93JMPA35W062875	2005	Motor Coach Bus	705 Lively Ave, Norcross, GA 30071
1	American Coach Lines of Atlanta, Inc		Wyoming	$ 141,559.00	Motor Coach Industries	2M93JMPA95W062816	2005	Motor Coach Bus	705 Lively Ave, Norcross, GA 30071
1	CUSA FE, LLC		Wyoming	$ 205,944.80	Motor Coach Industries	2M93JMMA27W064009	2007	Motor Coach Bus	812 Delano, Houston, Texas 77003
1	CUSA FE, LLC		Wyoming	$ 205,944.80	Motor Coach Industries	2M93JMMA37W064004	2007	Motor Coach Bus	812 Delano, Houston, Texas 77003
1	CUSA FE, LLC		Wyoming	$ 204,805.06	Motor Coach Industries	2M93JMMA07W063862	2007	Motor Coach Bus	812 Delano, Houston, Texas 77003
1	CUSA FE, LLC		Wyoming	$ 205,944.80	Motor Coach Industries	2M93JMMA17W064003	2007	Motor Coach Bus	812 Delano, Houston, Texas 77003
1	CUSA FE, LLC		Wyoming	$ 204,805.06	Motor Coach Industries	2M93JMMA77W063860	2007	Motor Coach Bus	812 Delano, Houston, Texas 77003
1	CUSA FE, LLC		Wyoming	$ 204,805.06	Motor Coach Industries	2M93JMMA97W063861	2007	Motor Coach Bus	812 Delano, Houston, Texas 77003
1	CUSA FE, LLC		Wyoming	$ 205,944.80	Motor Coach Industries	2M93JMMAX7W064002	2007	Motor Coach Bus	812 Delano, Houston, Texas 77003
1	Dillon's Bus Service, Inc		Maryland	$ 203,408.92	Motor Coach Industries	1M86DMMA27P057727	2007	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 203,172.04	Motor Coach Industries	1M86DMPA27P057730	2007	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 156,185.14	Motor Coach Industries	2M93JMMA15W063107	2005	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 156,185.14	Motor Coach Industries	2M93JMMA15W063110	2005	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 156,185.14	Motor Coach Industries	2M93JMMA35W063108	2005	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 156,185.14	Motor Coach Industries	2M93JMMA35W063111	2005	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 156,185.14	Motor Coach Industries	2M93JMMA55W063109	2005	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 156,185.14	Motor Coach Industries	2M93JMMAX5W063106	2005	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 205,944.80	Motor Coach Industries	2M93JMPA67W063859	2007	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 213,489.40	Van Hool	YE2CC27B172047297	2007	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
1	Dillon's Bus Service, Inc		Maryland	$ 213,489.40	Van Hool	YE2CC27B672047299	2007	Motor Coach Bus	8377 Elvaton Rd, Millersville, MD 21108
				$ 9,158,904.09					

Lessee: AM

Lessor: _____

EQUIPMENT SCHEDULE
(Quasi Lease - Fixed Rate)
SCHEDULE NO. 8685364-002
DATED THIS JULY ____, 2011
BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION ("LESSOR")
AND
America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc., CUSA CC, LLC and CUSA ASL, LLC ("LESSEE")
TO MASTER LEASE AGREEMENT
DATED AS OF June 24, 2011
BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION ("GECC")
AND
LESSEE

Lessor & Mailing Address:
General Electric Capital Corporation
500 W. Monroe Street
Chicago, IL 60661

Lessee & Mailing Address
America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc., CUSA CC, LLC and CUSA ASL, LLC

8150 North Central Expressway, Suite M1000
Dallas, TX 75206

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, and capitalized terms not defined herein shall have the meanings assigned to them in, the Master Lease Agreement identified above ("Agreement"). This Schedule and the terms of the Agreement incorporated by reference are collectively referred to as "Lease". This Schedule, incorporating by reference the Agreement, constitutes a separate instrument of lease.

A. Equipment: Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "**Equipment**").

Quantity	Owner	State Where Titled	Capitalized Lessor's Cost	Manufacturer	Serial Number/VIN#	Year/Model/ Type of Equipment	Garage Location of Equipment
				Twenty-two (22) Motor Coach Buses as more fully described on the attached Exhibit "A"			

and including all purchase orders, additions, attachments, accessories and accessions thereto, and any and all substitutions, upgrades, replacements or exchanges therefore.

B. Financial Terms

1.	Advance Rent (if any): **$160,000.00**	6.	Lessee Federal Tax ID No.: See Attached Exhibit A
2.	Capitalized Lessor's Cost: $ 1,924,166.52	7.	Last Delivery Date: August 5, 2011*
3.	Basic Term (No. of Months): **24 Months**	8.	Daily Lease Rate Factor: 0.00277176
4.	Basic Term Lease Rate Factor: 1 @ **0.08315289 and 23@ 0.04313934**	9.	Interest Rate: 8.02%
5.	Basic Term Commencement Date: **August 1, 2011**	10.	Option Payment: $22.00

* Conditions Precedent to Leasing/Funding: All of the terms and conditions set forth in this Lease are subject to the satisfaction of all the following conditions precedent no later than the Last Delivery Date, each in form and substance satisfactory to Lessor at its sole discretion: (i) all of the conditions precedent set forth in the Agreement (including Section 1 thereof), this Schedule and the other Documents relating to this Schedule; (ii) no Event of Default or event which with the

passage of time or the giving of notice would become an Event of Default has occurred under the Agreement; (iii) as of the Last Delivery Date, there will have been, since the date that this Schedule is delivered to the Lessee for execution, no adverse change (as determined by Lessor in its sole discretion) in the business prospects or projections, operations, management, financial or other conditions of the Lessee, any affiliate of Lessee, any Guarantor, or any other party to whom Lessor may have recourse in regard to this Lease, or in the industry in which Lessee or Guarantor or such other party operates, or a change in control of any one of the aforesaid parties; and (iv) the absence, during the period from the date that this Schedule is delivered to the Lessee for execution to the Last Delivery Date, of any disruption of, or adverse change in, the leasing or lending market, leasing or loan syndication, or financial, banking or capital markets conditions. If any such condition precedent is not so satisfied by the Last Delivery Date, Lessor shall have no obligation to proceed with the transactions contemplated under this Schedule or any other Documents related to this Schedule.

11. First Termination Date: **Twenty-four (24)** months after the Basic Term Commencement Date.

12. Interim Rent: For the period from and including the Lease Commencement Date to but not including the Basic Term Commencement Date (**"Interim Period"**), Lessee shall pay as rent (**"Interim Rent"**) for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on **Not Applicable**.

13. Basic Term Rent. Commencing on August 1, 2011 and on the same day of each month thereafter (each, a **"Rent Payment Date"**) during the Basic Term, Lessee shall pay as rent (**"Basic Term Rent"**) the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.

14. Tax Administration Fee. As compensation for Lessor's internal and external costs in the administration of Taxes related to each unit of Equipment, Lessee agrees to pay Lessor a tax administrative fee equal to **$12** per unit of Equipment per year during the Term of such unit of Equipment, not to exceed the maximum permitted by applicable law ("Tax Administration Fee"). The Tax Administrative Fee (at Lessor's sole discretion) may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect Lessor's increased cost of administration and Lessor will notify Lessee of any such increase by indicating such increased amount in the relevant invoice or in such other manner as Lessor deems appropriate. Notwithstanding anything in this Section to the contrary, if more than ten (10) units of Equipment are covered by this Schedule, the total number of units of Equipment used for purposes of calculating the Tax Administration Fee shall be capped at ten (10) units of Equipment.

15. Documentation Fee: **$1,924.16**, payable on or before Lease Commencement Date.

C. Interest Rate: Interest shall accrue from the Lease Commencement Date through and including the date of termination of the Lease.

D. Property Tax

As applicable, Lessee agrees that it will list the Equipment for property tax purposes and report any property tax assessed against such Equipment unless otherwise directed in writing by Lessor, and promptly pay all property taxes which may be assessed against the Equipment during the term of the Lease. If requested by Lessor, Lessee shall provide us with proof of payment of such taxes.

E. Minimum Liability Insurance Coverage:

Minimum Liability Insurance Coverage: Lessee shall maintain throughout the Term of the Lease with respect to the Equipment, liability coverage in an amount equal to at least **$15,000,000** total liability per occurrence.

F. Article 2A Notice

IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE EQUIPMENT WAS SELECTED BY AND IS IN THE POSSESSION OF AND BEING USED BY THE LESSEE, (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY SUPPLIER(S), WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES TO THE EXTENT PERMITTED BY APPLICABLE LAW. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

G. Stipulated Loss and Termination Value Table*

		stipulated

# of base payments	termination value % of cost	loss value % of cost
1		107.468
2		99.624
3		95.752
4		91.856
5		87.936
6		83.986
7		80.012
8		76.012
9		71.991
10		67.941
11		63.869
12		59.767
13		55.639
14		51.487
15		47.307
16		43.100
17		38.866
18		34.603
19		30.313
20		25.995
21		21.648
22		17.273
23		12.868
24		8.435

* The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

H. Modifications and Additions for This Schedule Only

1. For purposes of this Schedule, the Agreement is amended and/or supplemented as follows:

(i) Co-Lessees. The chart in the introductory paragraph of the Agreement setting forth each Lessee Entity is hereby amended to add the following two Lessee Entities as co-lessees in addition to the Lessee Entities already set forth therein:

Lessee Entity	Lessee Entity Type	Lessee Entity State of Organization/Incorporation	Lessee Address
CUSA CC, LLC	Limited Liability Company	Delaware	8150 North Central Expressway, Suite M1000, Dallas, TX 75206
CUSA ASL, LLC	Limited Liability Company	Delaware	8150 North Central Expressway, Suite M1000, Dallas, TX 75206

(ii) Preferred Payment Terms. Credit to Lessee's account for this Lease may be delayed if payment is (a) not received at the Lessor's payment address indicated in Lessor's invoice or other instructions from Lessor from time to time or (b) not accompanied by Lessor's invoice number. Preferred forms of payment include direct debit, wires, company checks and certified checks. Payment in any other form may delay processing or be returned to Lessee. Delayed credit may cause Lessee to incur a late payment fee. All credit for payments of Lessee's account for this Lease are subject to final payment by the institution on which the item of payment was drawn

(iii) Payment Application. Lessor reserves the right to select the method by which payments and credits are allocated to the Lease account of the Lessee in Lessor's sole discretion.

(iv) Disputed Payments. Without prejudice to any of the rights and remedies of Lessor under the Lease or any of the other Documents, all written communication concerning disputed amounts, including any check or other payment instrument that (a) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (b) is tendered with other conditions or limitation must be mailed or delivered to the Lessor at the address for billing inquiries and/or correspondence shown on the invoice or statement and not to the payment address.

(v) Compliance with Applicable Laws. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, any provisions in the Lease to the contrary notwithstanding, in no event shall the Lease require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law as now or hereafter construed by a court of competent jurisdiction. If any such excess interest is contracted for, charged or received pursuant to the Lease, or in the event that all of the principal balance under the Lease shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received shall exceed the maximum amount of interest permitted by applicable law as so construed, then in such event any such excess which may have been collected shall, at Lessor's option, either be credited to the unpaid principal balance of or other amounts payable under the Lease as a prepayment of principal or such other amounts, without any prepayment fee, or refunded to Lessee, and the effective rate of interest shall automatically be reduced to the maximum lawful rate allowed under applicable law as now or hereafter construed by a court of competent jurisdiction. Without limiting the foregoing, all calculations of the rate of interest contracted for, charged or received with respect to the Lease which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the fullest extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the indebtedness, all interest at any time contracted for, charged to or received from Lessee in connection with such indebtedness. Notwithstanding the foregoing, if any applicable law is amended or the law of the United States of America preempts any applicable law, so that it becomes lawful for Lessor to receive a greater interest per annum rate than is presently allowed, Lessee agrees that, on the effective date of such amendment or preemption, as the case may be, the lawful maximum hereunder shall be increased to the maximum interest per annum rate allowed by the amended law or the law of the United States of America.

(vi) Information Sharing Consent. Lessee and each of Lessee's affiliates authorize Lessor to disclose information about Lessee and Lessee's affiliates that Lessor may at any time possess to any Lessor affiliate, successor, assign and/or participant, and/or to any manufacturer or vendor of any property subject to the Lease or to any other party with a financial interest in the Lease, whether such information was supplied by Lessee to Lessor or otherwise obtained by Lessor.

2. Promotional Materials. Lessee hereby confirms that Lessor is authorized and permitted to use Lessee's name, logo and/or trademark in connection with certain promotional materials that Lessor may disseminate to the public in connection with the transaction contemplated under this Lease, the Agreement and/or (as the case may be) any other Lease entered into under the Agreement and the business relationship between Lessee and Lessor established under the Agreement and each Lease, and such promotional materials may include, but are not limited to, presentations, brochures, internet website, advertising in newspaper and/or other publications. Lessor agrees, if Lessee so requests in writing, to give Lessee an opportunity to review and comment on any such promotional materials.

3. Title to Equipment. Lessee hereby covenants that it will, at its sole expense, cause an original certificate of title to be issued for each unit of Equipment by the respective jurisdiction for each unit of Equipment listed above in Section A hereof with each Lessee Entity noted in Section A as the owner on the certificate of title for each respective unit of Equipment and with Lessor as the named sole lienholder (satisfactory to Lessor in its sole discretion) within ninety (90) days of the date of this Schedule (the "Title Date") and Lessee shall deliver the original certificates of title by the Title Date If Lessee fails to comply with this paragraph, such failure shall be deemed an immediate Event of Default under the Lease.

4. Subleases. Lessee hereby acknowledges and agrees that none of the units of Equipment are subject to sublease agreements.

I. EQUIPMENT SPECIFIC PROVISIONS

The first sentence of the REPORTS Section subsection (d) of the Lease shall be deleted in its entirety and the following substituted in its stead:

(d) Lessee will promptly notify Lessor in writing of a change in the Equipment Location in the event that any unit of Equipment fails to return to such location for a period of ninety consecutive days.

The DELIVERY, USE AND OPERATION Section subsection (b) of the Lease shall be amended to add the following clauses at the end thereof:

Lessee will allow only qualified, properly-licensed personnel selected, employed and controlled by Lessee to operate the Equipment.
LESSEE SHALL NOT USE THE EQUIPMENT FOR THE PURPOSE OF TRANSPORTING HAZARDOUS MATERIAL (INCLUDING HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES) EXCEPT TO THE EXTENT THAT SUCH HAZARDOUS MATERIAL, IS A "MATERIAL OF TRADE", AS THOSE TERMS ARE DEFINED IN 49 CFR § 171.8 AND 49 CFR § 173.6 OF THE DOT REGULATIONS

J. Early Purchase Option:

(a) Lessee may purchase on an AS-IS BASIS all (but not less than all) of the Equipment on any Schedule on any Rent Payment Date after the First Termination Date specified in this Schedule but prior to the last Rent Payment Date of such Schedule (the "Early Purchase Date"), for a price equal to (i) the Termination Value (calculated as of the Early Purchase Date) for the Equipment, and (ii) all rent and other sums due and unpaid as of the Early Purchase Date (together, the "Early Option Price"), plus all applicable sales taxes. Lessee must notify Lessor of its intent to purchase the Equipment in writing at least thirty (30) days, but not more than two hundred seventy (270) days, prior to the Early Purchase Date. Upon the occurrence of an Event of Default or if this Schedule or the Agreement has already been cancelled or terminated, Lessee may not purchase the Equipment. (The purchase option granted by this subsection shall be referred to herein as the "Early Purchase Option").

(b) If Lessee exercises its Early Purchase Option, then on the Early Purchase Date, Lessee shall pay to Lessor the Early Option Price, plus all applicable sales taxes.

K. Payment Authorization

Lessor is hereby irrevocably authorized and directed by Lessee to deliver and apply the proceeds due under this Schedule as follows, and to the extent any such proceeds are to be paid to Lessee, Lessor is hereby irrevocably authorized and directed by Lessee to first apply such proceeds to any amount due and owing by Lessee to Lessor on or prior to Lessor's funding of such proceeds and then remit the balance of such proceeds to Lessee:

Company Name	Address	Amount
CAT FINANCIAL	2120 West End Avenue Nashville, TN 37203	$1,092,422.38
Wells Fargo	733 Marquette Avenue Minneapolis, MN 55402	$585,203.54
TCF Bank	11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305	$246,540.60

This authorization and direction is given pursuant to the same authority authorizing the above-mentioned financing.

CERTIFICATION OF ACCEPTANCE. Pursuant to the provisions of the Lease, as it relates to this Schedule, Lessee hereby certifies and warrants that as of (a) the date set forth below under Lessee's signature; or (b) (if such date is not completed) the date of this Schedule as set forth above: (i) all Equipment listed in or under this Schedule has been delivered and (if applicable) installed, is in good condition and appearance and in working order; (ii) Lessee has inspected the Equipment, and all such testing as it deems necessary has been performed by Lessee, supplier or the manufacturer; and (iii) Lessee irrevocably accepts the Equipment for all purposes of the Lease, the purchase documents and all attendant documents.

Lessee does further certify that as of (a) the date set forth below under Lessee's signature; or (b) (if such date is not completed) the date of this Schedule as set forth above: (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of this Schedule and the provisions of the Agreement, the provisions of this Schedule shall prevail with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

(signature page to follow)

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date indicated below.

LESSOR:	LESSEE:
General Electric Capital Corporation	America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc., CUSA CC, LLC and CUSA ASL, LLC
By: _____	By: _____
Name: _____	Name: ADAM MARR
Title: _____	Title: VP
Date: _____	Date: 8/1/11

Exhibit A to Equipment Schedule No. 8685364-002

Manufacturer	VIN	Year	Type of Equipment	Garage Location of Equipment	Owner	Capitalized Lessor's Cost
MCI MOTOR COACH	2M9TRMPA74W062417	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	70,456.28
MCI MOTOR COACH	2M9TRMPA94W062418	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	70,456.28
MCI MOTOR COACH	2M93JMPA04W062637	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	94,974.56
MCI MOTOR COACH	2M93JMPA94W062636	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	94,974.56
MCI MOTOR COACH	2M93JMPA74W062635	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	94,974.56
MCI MOTOR COACH	2M93JMPA54W062634	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	94,974.56
MCI MOTOR COACH	2M93JMPA34W062633	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	94,974.56
MCI MOTOR COACH	2M93JMPA24W062638	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	94,974.56
MCI MOTOR COACH	1M8PDMPA05P056397	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	93,756.22
MCI MOTOR COACH	1M8PDMPA75P056395	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	93,756.22
MCI MOTOR COACH	1M8PDMPA95P056396	2003	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	93,756.22
MCI MOTOR COACH	1M8PDMPA25P056398	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	100,393.80
MCI MOTOR COACH	2M93JMPA04W062640	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	83,596.45
MCI MOTOR COACH	2M93JMPA14W062680	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	83,596.44
MCI MOTOR COACH	2M93JMPA34W062678	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	83,624.86
MCI MOTOR COACH	2M93JMPA34W062681	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	83,596.45
MCI MOTOR COACH	2M93JMPA54W062679	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	83,596.44
MCI MOTOR COACH	2M93JMPA54W062682	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	83,596.45
MCI MOTOR COACH	2M93JMPA74W062683	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	83,596.45
MCI MOTOR COACH	2M93JMPA14W062677	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	82,180.20
MCI MOTOR COACH	2M93JMPAX4W062676	2004	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	82,180.20
MCI MOTOR COACH	2M93JMPA84W062675	2005 ~~2004~~	Motor Coach Bus	2377 Elvanton Rd., Millersville MD 21108	Dillon's Bus Service	82,180.20
	2M93JMDA95W063016					1,924,166.52

EQUIPMENT SCHEDULE
(Quasi Lease - Fixed Rate)
SCHEDULE NO. 8685364-003
DATED THIS AUGUST 1, 2011
BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION ("LESSOR")
AND
America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc., CUSA CC, LLC and CUSA ASL, LLC ("LESSEE")
TO MASTER LEASE AGREEMENT
DATED AS OF June 24, 2011
BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION ("GECC")
AND
LESSEE

Lessor & Mailing Address:
General Electric Capital Corporation
500 W. Monroe Street
Chicago, IL 60661

Lessee & Mailing Address
America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc., CUSA CC, LLC and CUSA ASL, LLC

8150 North Central Expressway, Suite M1000
Dallas, TX 75206

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, and capitalized terms not defined herein shall have the meanings assigned to them in, the Master Lease Agreement identified above ("Agreement"). This Schedule and the terms of the Agreement incorporated by reference are collectively referred to as "Lease". This Schedule, incorporating by reference the Agreement, constitutes a separate instrument of lease.

A. Equipment: Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "**Equipment**").

Quantity	Owner	State Where Titled	Capitalized Lessor's Cost	Manufacturer	Serial Number/VIN#	Year/Model/ Type of Equipment	Garage Location of Equipment
				Twenty-three (23) Motor Coach Buses as more fully described on the attached Exhibit "A"			

and including all purchase orders, additions, attachments, accessories and accessions thereto, and any and all substitutions, upgrades, replacements or exchanges therefore.

B. Financial Terms

1.	Advance Rent (if any): **$1,164,060.81**	6.	Lessee Federal Tax ID No.: See Attached Exhibit A
2.	Capitalized Lessor's Cost: **$ 4,458,781.37**	7.	Last Delivery Date: August 5, 2011*
3.	Basic Term (No. of Months): **48 Months**	8.	Daily Lease Rate Factor: 0.00870238
4.	Basic Term Lease Rate Factor: **1 @ 0.26107152 and 47 @ 0.01815892**	9.	Interest Rate: 7.40%
5.	Basic Term Commencement Date: **August 1, 2011**	10.	Option Payment: $23.00

* Conditions Precedent to Leasing/Funding: All of the terms and conditions set forth in this Lease are subject to the satisfaction of all the following conditions precedent no later than the Last Delivery Date, each in form and substance satisfactory to Lessor at its sole discretion: (i) all of the conditions precedent set forth in the Agreement (including Section 1 thereof), this Schedule and the other Documents relating to this Schedule; (ii) no Event of Default or event which with the

passage of time or the giving of notice would become an Event of Default has occurred under the Agreement; (iii) as of the Last Delivery Date, there will have been, since the date that this Schedule is delivered to the Lessee for execution, no adverse change (as determined by Lessor in its sole discretion) in the business prospects or projections, operations, management, financial or other conditions of the Lessee, any affiliate of Lessee, any Guarantor, or any other party to whom Lessor may have recourse in regard to this Lease, or in the industry in which Lessee or Guarantor or such other party operates, or a change in control of any one of the aforesaid parties; and (iv) the absence, during the period from the date that this Schedule is delivered to the Lessee for execution to the Last Delivery Date, of any disruption of, or adverse change in, the leasing or lending market, leasing or loan syndication, or financial, banking or capital markets conditions. If any such condition precedent is not so satisfied by the Last Delivery Date, Lessor shall have no obligation to proceed with the transactions contemplated under this Schedule or any other Documents related to this Schedule.

11. First Termination Date: **Twenty-four (24)** months after the Basic Term Commencement Date.

12. Interim Rent: For the period from and including the Lease Commencement Date to but not including the Basic Term Commencement Date (**"Interim Period"**), Lessee shall pay as rent (**"Interim Rent"**) for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on **Not Applicable**.

13. Basic Term Rent. Commencing on August 1, 2011 and on the same day of each month thereafter (each, a **"Rent Payment Date"**) during the Basic Term, Lessee shall pay as rent (**"Basic Term Rent"**) the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.

14. Tax Administration Fee. As compensation for Lessor's internal and external costs in the administration of Taxes related to each unit of Equipment, Lessee agrees to pay Lessor a tax administrative fee equal to $12 per unit of Equipment per year during the Term of such unit of Equipment, not to exceed the maximum permitted by applicable law ("Tax Administration Fee"). The Tax Administrative Fee (at Lessor's sole discretion) may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect Lessor's increased cost of administration and Lessor will notify Lessee of any such increase by indicating such increased amount in the relevant invoice or in such other manner as Lessor deems appropriate. Notwithstanding anything in this Section to the contrary, if more than ten (10) units of Equipment are covered by this Schedule, the total number of units of Equipment used for purposes of calculating the Tax Administration Fee shall be capped at ten (10) units of Equipment.

15. Documentation Fee: **$4,458.78**, payable on or before Lease Commencement Date.

C. Interest Rate: Interest shall accrue from the Lease Commencement Date through and including the date of termination of the Lease.

D. Property Tax

As applicable, Lessee agrees that it will list the Equipment for property tax purposes and report any property tax assessed against such Equipment unless otherwise directed in writing by Lessor, and promptly pay all property taxes which may be assessed against the Equipment during the term of the Lease. If requested by Lessor, Lessee shall provide us with proof of payment of such taxes.

E. Minimum Liability Insurance Coverage:

Minimum Liability Insurance Coverage: Lessee shall maintain throughout the Term of the Lease with respect to the Equipment, liability coverage in an amount equal to at least $15,000,000 total liability per occurrence.

F. Article 2A Notice

IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE. (A) THE EQUIPMENT WAS SELECTED BY AND IS IN THE POSSESSION OF AND BEING USED BY THE LESSEE, (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY SUPPLIER(S), WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

G. Stipulated Loss and Termination Value Table*

# of base payments	termination value % of cost	stipulated loss value % of cost
1		107.367
2		81.640
3		80.192
4		78.736
5		77.274
6		75.800
7		74.317
8		72.827
9		71.335
10		69.830
11		68.321
12		66.800
13		65.271
14		63.736
15		62.191
16		60.638
17		59.077
18		57.505
19		55.924
20		54.334
21		52.739
22		51.132
23		49.519
24		47.894
25		46.260
26		44.619
27		42.966
28		41.304
29		39.634
30		37.951
31		36.259
32		34.557
33		32.846
34		31.124
35		29.393
36		27.650
37	24.161	25.896
38	22.459	24.132
39	20.745	22.358
40	19.021	20.572
41	17.285	18.775
42	15.538	16.966

43	13.779	15.147
44	12.010	13.316
45	10.229	11.474
46	8.436	9.620
47	6.632	7.755
48	4.817	5.878

* The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

H. Modifications and Additions for This Schedule Only

1. For purposes of this Schedule, the Agreement is amended and/or supplemented as follows:

(i) Co-Lessees. The chart in the introductory paragraph of the Agreement setting forth each Lessee Entity is hereby amended to add the following two Lessee Entities as co-lessees in addition to the Lessee Entities already set forth therein:

Lessee Entity	Lessee Entity Type	Lessee Entity State of Organization/Incorporation	Lessee Address
CUSA CC, LLC	Limited Liability Company	Delaware	8150 North Central Expressway, Suite M1000, Dallas, TX 75206
CUSA ASL, LLC	Limited Liability Company	Delaware	8150 North Central Expressway, Suite M1000, Dallas, TX 75206

(ii) Preferred Payment Terms. Credit to Lessee's account for this Lease may be delayed if payment is (a) not received at the Lessor's payment address indicated in Lessor's invoice or other instructions from Lessor from time to time or (b) not accompanied by Lessor's invoice number. Preferred forms of payment include direct debit, wires, company checks and certified checks. Payment in any other form may delay processing or be returned to Lessee. Delayed credit may cause Lessee to incur a late payment fee. All credit for payments of Lessee's account for this Lease are subject to final payment by the institution on which the item of payment was drawn.

(iii) Payment Application. Lessor reserves the right to select the method by which payments and credits are allocated to the Lease account of the Lessee in Lessor's sole discretion.

(iv) Disputed Payments. Without prejudice to any of the rights and remedies of Lessor under the Lease or any of the other Documents, all written communication concerning disputed amounts, including any check or other payment instrument that (a) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (b) is tendered with other conditions or limitation must be mailed or delivered to the Lessor at the address for billing inquiries and/or correspondence shown on the invoice or statement and not to the payment address.

(v) Compliance with Applicable Laws. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, any provisions in the Lease to the contrary notwithstanding, in no event shall the Lease require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law as now or hereafter construed by a court of competent jurisdiction. If any such excess interest is contracted for, charged or received pursuant to the Lease, or in the event that all of the principal balance under the Lease shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received shall exceed the maximum amount of interest permitted by applicable law as so construed, then in such event any such excess which may have been collected shall, at Lessor's option, either be credited to the unpaid principal balance of or other amounts payable under the Lease as a prepayment of principal or such other amounts, without any prepayment fee, or refunded to Lessee, and the effective rate of interest shall automatically be reduced to the maximum lawful rate allowed under applicable law as now or hereafter construed by a court of competent jurisdiction. Without limiting the foregoing, all calculations of the rate of interest contracted for, charged or received with respect to the Lease which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the fullest extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the indebtedness, all interest at any time contracted for, charged to or received from Lessee in connection with such indebtedness. Notwithstanding the foregoing, if any applicable law is amended or the law of the United States of America preempts any applicable law, so that it becomes lawful for Lessor to receive a greater interest per annum rate than is presently allowed, Lessee agrees that, on the effective date of such amendment or preemption, as the case may be, the lawful maximum hereunder shall be increased to the maximum interest per annum rate allowed by the amended law or the law of the United States of America.

(vi) Information Sharing Consent. Lessee and each of Lessee's affiliates authorize Lessor to disclose information about Lessee and Lessee's affiliates that Lessor may at any time possess to any Lessor affiliate, successor, assign and/or participant, and/or to any manufacturer or vendor of any property

subject to the Lease or to any other party with a financial interest in the Lease, whether such information was supplied by Lessee to Lessor or otherwise obtained by Lessor.

2. Promotional Materials. Lessee hereby confirms that Lessor is authorized and permitted to use Lessee's name, logo and/or trademark in connection with certain promotional materials that Lessor may disseminate to the public in connection with the transaction contemplated under this Lease, the Agreement and/or (as the case may be) any other Lease entered into under the Agreement and the business relationship between Lessee and Lessor established under the Agreement and each Lease, and such promotional materials may include, but are not limited to, presentations, brochures, internet website, advertising in newspaper and/or other publications. Lessor agrees, if Lessee so requests in writing, to give Lessee an opportunity to review and comment on any such promotional materials.

3. Title to Equipment. Lessee hereby covenants that it will, at its sole expense, cause an original certificate of title to be issued for each unit of Equipment by the respective jurisdiction for each unit of Equipment listed above in Section A hereof with each Lessee Entity noted in Section A as the owner on the certificate of title for each respective unit of Equipment and with Lessor as the named sole lienholder (satisfactory to Lessor in its sole discretion) within ninety (90) days of the date of this Schedule (the "Title Date") and Lessee shall deliver the original certificates of title by the Title Date. If Lessee fails to comply with this paragraph, such failure shall be deemed an immediate Event of Default under the Lease.

4. Subleases. Lessee hereby acknowledges and agrees that none of the units of Equipment are subject to sublease agreements.

I. EQUIPMENT SPECIFIC PROVISIONS

The first sentence of the REPORTS Section subsection (d) of the Lease shall be deleted in its entirety and the following substituted in its stead:

(d) Lessee will promptly notify Lessor in writing of a change in the Equipment Location in the event that any unit of Equipment fails to return to such location for a period of ninety consecutive days.

The DELIVERY, USE AND OPERATION Section subsection (b) of the Lease shall be amended to add the following clauses at the end thereof:

Lessee will allow only qualified, properly-licensed personnel selected, employed and controlled by Lessee to operate the Equipment.
LESSEE SHALL NOT USE THE EQUIPMENT FOR THE PURPOSE OF TRANSPORTING HAZARDOUS MATERIAL (INCLUDING HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES) EXCEPT TO THE EXTENT THAT SUCH HAZARDOUS MATERIAL, IS A "MATERIAL OF TRADE", AS THOSE TERMS ARE DEFINED IN 49 CFR § 171.8 AND 49 CFR § 173.6 OF THE DOT REGULATIONS.

J. Early Purchase Option:

(a) Lessee may purchase on an AS-IS BASIS all (but not less than all) of the Equipment on any Schedule on any Rent Payment Date after the First Termination Date specified in this Schedule but prior to the last Rent Payment Date of such Schedule (the "Early Purchase Date"), for a price equal to (i) the Termination Value (calculated as of the Early Purchase Date) for the Equipment, and (ii) all rent and other sums due and unpaid as of the Early Purchase Date (together, the "Early Option Price"), plus all applicable sales taxes. Lessee must notify Lessor of its intent to purchase the Equipment in writing at least thirty (30) days, but not more than two hundred seventy (270) days, prior to the Early Purchase Date. Upon the occurrence of an Event of Default or if this Schedule or the Agreement has already been cancelled or terminated, Lessee may not purchase the Equipment. (The purchase option granted by this subsection shall be referred to herein as the "Early Purchase Option").

(b) If Lessee exercises its Early Purchase Option, then on the Early Purchase Date, Lessee shall pay to Lessor the Early Option Price, plus all applicable sales taxes.

K. Payment Authorization

Lessor is hereby irrevocably authorized and directed by Lessee to deliver and apply the proceeds due under this Schedule as follows, and to the extent any such proceeds are to be paid to Lessee, Lessor is hereby irrevocably authorized and directed by Lessee to first apply such proceeds to any amount due and owing by Lessee to Lessor on or prior to Lessor's funding of such proceeds and then remit the balance of such proceeds to Lessee:

Company Name	Address	Amount
CIT Financial	305 Fellowship Road, Suite 300 Mt. Laurel, NJ 08054	$2,213,332.50
GATX Corporation	Four Embarcadero Center, Suite 2100 San Francisco, CA 94111	$2,123,934.00
Upfront Sales Tax – FL		$41,708.36
Upfront Sales Tax – CA		$79,806.51

Total	$4,458,781.37

This authorization and direction is given pursuant to the same authority authorizing the above-mentioned financing.

CERTIFICATION OF ACCEPTANCE. Pursuant to the provisions of the Lease, as it relates to this Schedule, Lessee hereby certifies and warrants that as of (a) the date set forth below under Lessee's signature; or (b) (if such date is not completed) the date of this Schedule as set forth above: (i) all Equipment listed in or under this Schedule has been delivered and (if applicable) installed, is in good condition and appearance and in working order; (ii) Lessee has inspected the Equipment, and all such testing as it deems necessary has been performed by Lessee, supplier or the manufacturer; and (iii) Lessee irrevocably accepts the Equipment for all purposes of the Lease, the purchase documents and all attendant documents.

Lessee does further certify that as of (a) the date set forth below under Lessee's signature; or (b) (if such date is not completed) the date of this Schedule as set forth above: (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of this Schedule and the provisions of the Agreement, the provisions of this Schedule shall prevail with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date indicated below.

LESSOR:	LESSEE:
General Electric Capital Corporation	America Charters, LTD., American Coach Lines of Atlanta, Inc., American Coach Lines of Jacksonville, Inc., American Coach Lines of Miami, Inc., American Coach Lines of Orlando, Inc., CUSA, LLC, CUSA BCCAE, LLC, CUSA EE, LLC, CUSA ELKO, LLC, CUSA FL, LLC, Dillon's Bus Service, Inc., Florida Cruise Connection, Inc., Midnight Sun Tours, Inc., CUSA CC, LLC and CUSA ASL, LLC
By: Connie Latridis	By: [illegible]
Name: Connie Latridis	Name: ADAM MAGEE
Title: Operations Manager	Title: VP
Date: 8/1/11	Date: 8/1/11

Exhibit A to Equipment Schedule No. 8685364-003

Manufacturer	VIN	Year	Type of Equipment	Garage Location of Equipment	Owner	Capitalized Lessor's Cost
VAN HOOL	YE2CC16B562046686	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 167,156.60
VAN HOOL	YE2CC16B762046690	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 167,156.60
VAN HOOL	YE2CC16B862046682	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 167,156.60
VAN HOOL	YE2CC16B962046688	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 167,156.60
VAN HOOL	YE2CC16B962046691	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 167,156.60
VAN HOOL	YE2CC17B172047236	2007	Motor Coach Bus	300 Toland St., San Francisco, CA 94124	CUSA FL	$ 175,524.08
VAN HOOL	YE2CC17B572047207	2007	Motor Coach Bus	300 Toland St., San Francisco, CA 94124	CUSA FL	$ 175,524.08
VAN HOOL	YE2CC17BX72047235	2007	Motor Coach Bus	300 Toland St., San Francisco, CA 94124	CUSA FL	$ 175,524.08
VAN HOOL	YE2CC16B062046689	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 172,864.10
VAN HOOL	YE2CC17B072047213	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 172,864.10
VAN HOOL	YE2CC16B162046684	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 172,864.10
VAN HOOL	YE2CC17B272047214	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 172,864.10
VAN HOOL	YE2CC16B362046685	2006	Motor Coach Bus	3595 NW 110th St., Miami, FL 33167	ACL of Miami	$ 172,864.10
VAN HOOL	YE2TC14B362044647	2006	Motor Coach Bus	4001 S 34th St., Long Beach, CA 94124	CUSA ASL	$ 202,932.00
VAN HOOL	YE2TC14B362044650	2006	Motor Coach Bus	4001 S 34th St., Long Beach, CA 94124	CUSA ASL	$ 202,919.00
VAN HOOL	YE2TC16B562044825	2006	Motor Coach Bus	3333 E. 69th St., Long Beach, CA 90805	CUSA CC	$ 219,659.82
VAN HOOL	YE2TC16B862044821	2006	Motor Coach Bus	3333 E. 69th St., Long Beach, CA 90805	CUSA CC	$ 219,659.82
VAN HOOL	YE2TC16BX62044819	2006	Motor Coach Bus	3333 E. 69th St., Long Beach, CA 90805	CUSA CC	$ 219,659.82
VAN HOOL	YE2TC16BX62044822	2006	Motor Coach Bus	3333 E. 69th St., Long Beach, CA 90805	Florida Cruise Connections	$ 219,659.82
VAN HOOL	YE2CC25B372046095	2007	Motor Coach Bus	31 Sarasota Center Blvd., Sarasota, FL 34240	Florida Cruise Connections	$ 241,838.12
VAN HOOL	YE2CC25B372046096	2007	Motor Coach Bus	31 Sarasota Center Blvd., Sarasota, FL 34240	Florida Cruise Connections	$ 241,838.12
VAN HOOL	YE2CC25B372046097	2007	Motor Coach Bus	31 Sarasota Center Blvd., Sarasota, FL 34240	Florida Cruise Connections	$ 241,838.12
MCI MOTOR COACH	2M93JMDA97W064007	2007	Motor Coach Bus	2377 ElVanton Rd., Millersville MD 21108	Dillion's Bus Service	$ 222,101.00
						$ 4,458,781.38

ReedSmith

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022-7650
+1 212 521 5400
Fax +1 212 521 5450
reedsmith.com

William J. Jarboe
Direct Phone: +1 212 549 0212
Email: wjarboe@reedsmith.com

March 30, 2012

VIA OVERNIGHT MAIL

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

Re: Coach America Claims Processing

To Whom It May Concern:

Enclosed, please find Proofs of Claim ("Claims") for General Electric Capital Corporation in the above referenced matter. Also enclosed is a copy of the Claims. Kindly return a file stamped copy in the provided self-addressed FedEx package.

Please do not hesitate to contact me with any questions.

Regards,

William J. Jarboe
Paralegal

Enclosures:

76

FedEx US Airbill Express

FedEx Tracking Number 8744 5553 8947

0215 **Recipient's Copy**

1 From This portion can be removed for Recipient's records.

Date 3/30/12 FedEx Tracking Number 874455538947

Sender's Name William Jarboe Phone 212 521-5400

Company REED SMITH LLP

Address 599 LEXINGTON AVE FL 26

Dept./Floor/Suite/Room

City NEW YORK State NY ZIP 10022-7684

2 Your Internal Billing Reference 515998 61426

3 To

Recipient's Name Attn. Coach America Claims Phone

Company BMC Group Inc

Address 18675 Lake Drive East

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City Chanhassen State MN ZIP 55317

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

BMC GROUP

APR 02 2012

RECEIVED

0429416800

8744 5553 8947

RECIPIENT: PEEL HERE

fedex.com 1.800.GoFedEx 1.800.463.3339

4a Express Package Service * To most locations. *Packages up to 150 lbs.*

- [x] FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.
- [ ] FedEx First Overnight — Earliest next business morning delivery to select locations.*
- [ ] FedEx 2Day — Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

4b Express Freight Service ** To most locations. *Packages over 150 lbs.*

- [ ] FedEx 1Day Freight — Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No.
- [ ] FedEx 2Day Freight — Second business day.** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx 3Day Freight — Third business day.** Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

- [ ] FedEx Envelope*
- [ ] FedEx Pak* — Includes FedEx Small Pak and FedEx Large Pak.
- [x] FedEx Box
- [ ] FedEx Tube
- [ ] Other

6 Special Handling and Delivery Signature Options

- [ ] SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 3Day Freight.
- [ ] No Signature Required — Package may be left without obtaining a signature for delivery.
- [ ] Direct Signature — Someone at recipient's address may sign for delivery. *Fee applies.*
- [ ] Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. *Fee applies.*

Does this shipment contain dangerous goods? One box must be checked.

- [x] No
- [ ] Yes — As per attached Shipper's Declaration.
- [ ] Yes — Shipper's Declaration not required.
- [ ] Dry Ice — Dry ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

- [ ] Cargo Aircraft Only

7 Payment *Bill to:* Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No. [ ]

- [x] Sender — Acct. No. in Section 1 will be billed.
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

Total Packages ____ Total Weight ____ lbs. Credit Card Auth. ____

†Our liability is limited to $100 unless you declare a higher value. See the current FedEx Service Guide for details.

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