

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH AM GROUP HOLDINGS CORP.,
et al.,¹

Debtors.

Chapter 11

Case No. 12-10010 (KG)

(Jointly Administered)

**COACH AM GROUP HOLDINGS CORP., ET AL.,
GENERAL UNSECURED CREDITORS TRUST AGREEMENT**

This Coach Am Group Holdings Corp., *et al.*, General Unsecured Creditors Trust Agreement (the “Agreement”) dated as of February 1, 2013, is by and among Coach Am Group Holdings Corp. and its affiliated debtors and debtors in possession identified in footnote 1 below (collectively, the “Debtors”), the Official Committee of Unsecured Creditors (the “Committee”) in the chapter 11 cases of the Debtors (the “Chapter 11 Cases”), and Solution Trust (the “GUC”

¹ Coach Am Group Holdings Corp. (4830); Coach Am Holdings Corp. (1816); Coach America Holdings, Inc. (2841); American Coach Lines, Inc. (2470); America Charters, Ltd. (8246); CUSA Atlanta, Inc. (4003); American Coach Lines of Jacksonville, Inc. (0136); American Coach Lines of Miami, Inc. (7867); American Coach Lines of Orlando, Inc. (0985); Coach America Group, Inc. (2816); B & A Charter Tours, Inc. (9392); CUSA Dillon’s, Inc. (5559); Florida Cruise Connection, Inc. (9409); Hopkins Airport Limousine Services, Inc. (1333); CUSA LL, Inc. (5309); The McMahon Transportation Company (0030); Midnight Sun Tours, Inc. (2791); Royal Tours of America, Inc. (2313); Southern Coach Company (6927); Tippet Travel, Inc. (8787); Trykap Airport Services, Inc. (0732); Trykap Transportation Management, Inc. (2727); KBUS Holdings, LLC (6419); ACL Leasing, LLC (2058); CAPD, LLC (4454); Coach America Transportation Solutions, LLC (6909); CUSA, LLC (3523); CUSA ASL, LLC (2030); CUSA AT, LLC (2071); CUSA AWC, LLC (2084); CUSA BCCAE, LLC (2017); CUSA BESS, LLC (3610); CUSA CC, LLC (1999); CUSA CSS, LLC (9896); CUSA EE, LLC (1982); CUSA ELKO, LLC (4648); CUSA ES, LLC (1941); CUSA FL, LLC (1920); CUSA GCBS, LLC (1891); CUSA GCT, LLC (1833); CUSA KBC, LLC (1808); CUSA K-TCS, LLC (1741); CUSA Leasing, LLC (1321); CUSA PCSTC, LLC (1701); CUSA PRTS, LLC (1591); CUSA RAZ, LLC (0640); CUSA Transit Services, LLC (8847); Get A Bus, LLC (1907); Coach BCCAE, L.P. (3488); Coach Leasing BCCAE, L.P. (6784). The Debtors’ corporate offices are located at 8150 North Central Expressway, Suite M1000, Dallas, Texas 75206.

Trustee”), under and consistent with the terms of the *Final Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (b) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 and (III) Granting Related Relief* [Docket No. 444] (the “Final DIP Order”) entered by the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

WITNESSETH

WHEREAS, on January 3, 2012 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the Bankruptcy Court;

WHEREAS, the GUC Trust is created pursuant to, and to effectuate, the settlement reached among the Debtors and the Committee as memorialized in the Final DIP Order;

WHEREAS, the GUC Trust is created on behalf, and for the sole benefit, of the Beneficiaries pursuant to the Final DIP Order;

WHEREAS, the GUC Trust is established for the purpose of collecting, holding, administering, and distributing the GUC Trust Funds for the benefit of the Beneficiaries in accordance with the terms of this Agreement and the Final DIP Order, in accordance with Treasury Regulation Section 301.7701-4(d), and with no objective to engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purposes as provided for in the Final DIP Order and this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained this Agreement and in the DIP, the Debtors, the Committee, and the GUC Trustee, intending to legally bound, agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

1.1.1 “Beneficiaries” shall collectively mean the holders of allowed general unsecured claims in the Chapter 11 Cases and the professionals retained by the Committee in the Chapter 11 Cases (the “Professionals”) on account of the Professionals’ fees earned and expenses incurred by the Professionals in the Chapter 11 Cases (collectively, the “Professional Fees”); provided, however, that the GUC Trustee shall utilize and distribute the GUC Trust Funds in the manner set forth in the Final DIP Order and/or this Agreement.

1.1.2 “GUC Trustee” shall mean (x) initially, Solution Trust, and (y) any successor or replacement to the GUC Trustee selected by the Committee.

1.2 Use of Final DIP Order Definitions. Capitalized terms that are used in this Agreement and not defined herein shall have the same meaning set forth in the Final DIP Order.

1.3 Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

ARTICLE II
DECLARATION OF TRUST

2.1 Purpose of Trust. The Debtors, the Committee, and the GUC Trustee, pursuant to the Final DIP Order and in accordance with the Bankruptcy Code, hereby create the GUC Trust for the purpose of collecting, holding, administering, distributing, and/or liquidating the GUC Trust Funds for the benefit of the Beneficiaries in accordance with the terms of this Agreement and the Final DIP Order, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the GUC Trust. The activities of the GUC Trust shall be limited to those activities set forth in this Agreement and as otherwise contemplated by the Final DIP Order.

2.2 Transfer of GUC Trust Funds.

A. The Debtors hereby grant, release, assign, transfer, convey and deliver, on behalf of the Beneficiaries, the GUC Trust Funds to the GUC Trustee as of the date this fully executed Agreement is approved by final order of the Bankruptcy Court (the “Effective Date”) with such Trust Assets to be held in a separate account (the “GUC Trust Account”) in trust for the benefit of the Beneficiaries and to be applied as specified in this Agreement and the Final DIP Order. The Debtors from time to time as and when reasonably requested by the GUC Trustee shall execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate) and take or cause to be taken such further action as the GUC Trustee may reasonably deem necessary or appropriate to vest or perfect in or confirm to the GUC Trustee title to and possession of the GUC Trust Funds.

B. Pursuant to the Final DIP Order, all of the Debtors’, the Pre-Petition Agents’, and the Pre-Petition Lenders’ right, title, and interest in and to the GUC Trust

Funds are automatically vested in the GUC Trust on the Effective Date, free and clear of all liens, claims, encumbrances, and other interests, and such transfer is on behalf of the Beneficiaries (whether such Beneficiaries' claims are allowed claims on or after the Effective Date) to establish the GUC Trust. By executing this Agreement, the GUC Trustee hereby accepts all of such property as GUC Trust Funds to be held in trust for the Beneficiaries subject to the terms of this Agreement and the Final DIP Order.

C. Pursuant to and in accordance with the Final DIP Order and this Agreement, for all federal income tax purposes, the Debtors, the Committee, the Beneficiaries, the GUC Trustee, and the GUC Trust shall treat the GUC Trust as a liquidating trust within the meaning of Treasury Income Tax Regulation Section 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 124 and the transfer of the GUC Trust Funds to the GUC Trust shall be treated as a transfer of the GUC Trust Funds by the Debtors to the Beneficiaries in satisfaction of their allowed claims followed by a transfer of the GUC Trust Funds by the Beneficiaries to the Trust in exchange for their beneficial interests in the GUC Trust. The Beneficiaries shall be treated as the grantors and owners of the GUC Trust for federal income tax purposes.

ARTICLE III

ADMINISTRATION OF THE GUC TRUST

3.1 Rights, Powers, and Privileges. The GUC Trustee shall have only the rights, powers, and privileges expressly provided to the GUC Trustee in this Agreement or in the Final DIP Order. Without limiting the foregoing, the GUC Trustee shall have the power to take the following actions in addition to the powers granted in the Final DIP Order, and any powers reasonably incidental thereto, that the GUC Trustee, in his, her, or its reasonable discretion,

deems necessary or appropriate to fulfill the liquidating purpose of the GUC Trust, unless otherwise specifically limited or restricted by the Final DIP Order or this Agreement:

A. hold legal title to any and all rights of the Debtors and the Beneficiaries in or arising from the GUC Trust Funds;

B. in reliance upon the Debtors' schedules and the official claims register (the "Register") maintained in the Chapter 11 Cases, maintain on the GUC Trustee's books and records a register evidencing the beneficial interest herein held by each Beneficiary;

C. protect and enforce the rights to the GUC Trust Funds vested in the GUC Trust by the Final DIP Order or this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

D. make all distributions to the Beneficiaries provided for in, or contemplated by, the Final DIP Order and this Agreement, including, without limitation, to pay the Professional Fees when and to the extent such Professional Fees have been approved by final order of the Bankruptcy Court;

E. make all tax withholdings, file tax information returns, make tax elections by and on behalf of the GUC Trust and file tax returns for the GUC Trust as a grantor trust under IRC Section 671 and Treasury Income Tax Regulation Section 1.671-4 pursuant to and in accordance with the Final DIP Order and this Agreement;

F. send annually to each Beneficiary a separate statement stating the Beneficiary's share of the Trust's income, gain, loss, deduction, or credit, and instruct all such Beneficiaries to report such items on their federal tax returns;

G. establish such reserves for taxes, assessments, and other expenses of administration of the GUC Trust as may be necessary and appropriate for the proper operation of matters incident to the GUC Trust;

H. pay all expenses and make all other payments relating to the GUC Trust Funds;

I. retain and pay third parties pursuant to this Agreement and upon further order of the Bankruptcy Court;

J. carry insurance coverage and obtain a bond as an expense of the GUC Trust;

K. invest any moneys held as part of the GUC Trust Funds in accordance with the terms of this Agreement and the Final DIP Order;

L. object to claims filed in the Debtors' bankruptcy cases; and

M. do such other things as may be necessary and appropriate or ordered by the Bankruptcy Court.

3.2 Action by the Committee Due to Conflict. The GUC Trustee shall disclose to the Committee any connections, conflicts, or potential conflicts of interest that the GUC Trustee has with respect to the exercise of any rights, powers, duties, and privileges under this Agreement. In the event that the GUC Trustee cannot take any action by reason of an actual or potential conflict of interest, the Committee acting by majority shall be authorized to take any such action(s) in the place of the GUC Trustee, including, without limitation by the retention of professionals for the purpose of taking such actions, which retention shall be required to be authorized by the Bankruptcy Court upon notice and motion.

3.3 Agents and Professionals. The GUC Trustee may, but shall not be required to, consult with and retain such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers, translators, or other professionals deemed by the GUC Trustee to have qualifications necessary to assist in the proper administration of the GUC Trust, which retention shall be subject to prior approval of the Committee and to authorization of the Bankruptcy Court upon notice and motion. The GUC Trustee may also retain the services of the Committee's professionals.

3.4 Investment and Safekeeping of GUC Trust Funds. All moneys and other assets received by the GUC Trustee shall, until distributed or paid over as provided herein and in the Final DIP Order, be held in trust for the benefit of the Beneficiaries. The GUC Trustee shall be under no liability for interest or producing income on any moneys received by it herein and held for distribution or payment to the Beneficiaries, except as such interest shall actually be received by the GUC Trustee. Except as otherwise provided by the Final DIP Order or this Agreement, the powers of the GUC Trustee to invest any moneys held by the GUC Trustee, other than those powers reasonably necessary to maintain the value of the assets and to further the GUC Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills.

3.5 Limitations on Trustee. The GUC Trustee shall not at any time, on behalf of the GUC Trust or the Beneficiaries: (i) enter into or engage in any trade or business, and no part of the GUC Trust Funds or the proceeds, revenue or income therefrom shall be used or disposed of by the GUC Trust in furtherance of any trade or business, or (ii) except as provided in this Agreement, reinvest any Trust Assets.

ARTICLE IV

DISTRIBUTIONS FROM THE TRUST

4.1 Distribution of Trust Assets. Following the transfer of GUC Trust Funds to the GUC Trust, the GUC Trustee shall timely make distributions to the Professionals on account of Professional Fees as, when, and to the extent such Professional Fees are approved in accordance with an order of the Bankruptcy Court (such as under an interim compensation order) or by final order of the Bankruptcy Court. The GUC Trustee shall timely make distributions to all other Beneficiaries (as such may have been determined at such time) only subject to (a) further order of the Bankruptcy Court, (b) any plan that may be confirmed and become effective in the Chapter 11 Cases, or (c) further modification of this Agreement upon the agreement of the Debtors, the Committee and the GUC Trustee. The GUC Trustee shall reserve for amounts reasonably necessary to maintain the value of the GUC Trust Funds, to meet claims and contingent liabilities, and for the reasonable and necessary expenses of the GUC Trustee.

4.2 Withholding from Distributions. The GUC Trustee may withhold from amounts distributable to any Beneficiary any and all amounts, determined in the GUC Trustee's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

4.3 Priorities of Distribution. The GUC Trustee must pay the operating expenses of the GUC Trust before approving distributions to or for the benefit of the Beneficiaries.

ARTICLE V

BENEFICIARIES

5.1 Interest Beneficial Only. The ownership of a beneficial interest in the GUC Trust shall not entitle any Beneficiary to any title in or to the GUC Trust Funds or to any right to call

for a partition or division of such assets or to require an accounting, except as specifically provided herein.

5.2 Ownership of Beneficial Interests Hereunder. Each Beneficiary shall own a beneficial interest herein that shall, subject to this Agreement, the Final DIP Order, any further Order of the Bankruptcy Court, or any plan confirmed in the Chapter 11 Cases, be entitled to a distribution in the amounts, and at the times, set forth herein.

5.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the GUC Trust Funds shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the GUC Trust by the GUC Trustee.

5.4 Exemption from Registration. The rights of the Beneficiaries arising under this Agreement may be deemed “securities” under applicable law. However, such rights have not been defined as “securities” hereunder because (i) the parties hereto intend that such rights shall not be securities, and (ii) if the rights arising under this Agreement in favor of the Beneficiaries are deemed to be “securities,” the exemption from registration under Section 1145 of the Bankruptcy Code is intended to be applicable to such securities. No party to this Agreement shall make a contrary or different contention.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing With the GUC Trustee. In the absence of actual knowledge to the contrary, any person dealing with the GUC Trust or the GUC Trustee shall be entitled to rely on the authority of the GUC Trustee or any of the GUC Trustee’s agents to act in connection with the GUC Trust Funds. There is no obligation on any person dealing with the GUC Trustee to

inquire into the validity or expediency or propriety of any transaction by the GUC Trustee or any agent of the GUC Trustee.

6.2 Limitation of GUC Trustee's Liability. Anything in this Agreement to the contrary notwithstanding, in exercising the rights granted herein, the GUC Trustee shall exercise the GUC Trustee's best judgment to the end that the affairs of the GUC Trust shall be properly managed and the interests of all the Beneficiaries are safeguarded. The GUC Trustee shall not be liable for actions taken or omitted in his, her, or its capacity as the GUC Trustee, except those acts arising out of willful misconduct, bad faith, actual fraud, self-dealing, breach of fiduciary duty, or *ultra vires* acts.

6.3 Indemnification. The GUC Trustee shall be entitled to indemnification and reimbursement for fees and expenses (including counsel fees) or damage of any kind, type or nature, that the GUC Trustee may incur or sustain in the exercise and performance of any of the GUC Trust's or the GUC Trustee's powers and duties under this Agreement, to the full extent permitted by applicable law, except if such loss, liability, expense, or damage is finally determined by a court of competent jurisdiction to result from any actions or inactions involving willful misconduct, bad faith, actual fraud, self-dealing, breach of fiduciary duty, or *ultra vires* acts. Any indemnification claim of the GUC Trustee shall be satisfied first from any applicable insurance proceeds. The GUC Trustee shall not be personally liable for the payment of any GUC Trust expense or claim or other liability of the GUC Trust, and no person shall look to the GUC Trustee personally for the payment of any such expense or liability. This indemnification shall survive the death, dissolution, resignation or removal, as may be applicable, of the GUC Trustee, or the termination of the GUC Trust, and shall inure to the benefit of the GUC Trustee's heirs, assigns, and successors.

ARTICLE VII

SELECTION, REMOVAL, AND COMPENSATION OF GUC TRUSTEE

7.1 **Initial GUC Trustee.** The initial GUC Trustee shall be Solution Trust.

7.2 **Term of Service.** The GUC Trustee shall serve until (a) the completion of all of the GUC Trustee's duties, responsibilities, and obligations under this Agreement; (b) termination of the GUC Trust in accordance with the terms of this Agreement, further order of the Bankruptcy Court, or any plan confirmed and effective in the Chapter 11 Cases; or (c) the GUC Trustee's resignation, death, incapacity, or removal.

7.3 **Removal of a GUC Trustee.** Any person serving as the GUC Trustee may be removed at any time for cause by a majority vote of the Committee or by Order of the Bankruptcy Court.

7.4 **Resignation of GUC Trustee.** The GUC Trustee may resign at any time. In the event of a resignation, the resigning GUC Trustee shall render to the Committee a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that GUC Trustee. The resignation shall be effective on the later of (i) the date specified in the notice delivered to the Committee; (ii) the date that is thirty days (30) after the date such notice is delivered; or (iii) the date the accounting described in the preceding sentence is transmitted to the Committee.

7.5 **Appointment of Successor GUC Trustee.** Upon the resignation, death, incapacity, or removal of a GUC Trustee, the Committee shall appoint a successor GUC Trustee, who shall be a resident of the United States. Any successor GUC Trustee so appointed shall consent to and accept in writing the terms of this Agreement and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor GUC Trustee and all of his heirs and legal and personal representatives, successors or assigns.

7.6 Powers and Duties of Successor GUC Trustee. A successor GUC Trustee shall have all the rights, privileges, powers, and duties of his predecessor under this Agreement and the Final DIP Order.

7.7 GUC Trust Continuance. The resignation, death, incapacitation, or removal of the GUC Trustee shall not terminate the GUC Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the GUC Trustee. In the event that a successor GUC Trustee is not appointed when required under this Agreement, the Committee shall apply to the Bankruptcy Court for appointment of a successor GUC Trustee.

7.8 Compensation of the GUC Trustee and Costs of Administration. The GUC Trustee shall receive fair and reasonable compensation for the GUC Trustee's services in accordance with the terms and conditions of this Agreement, which shall be a charge against and paid out of the GUC Trust Account. All costs, expenses, and obligations incurred by the GUC Trustee shall be paid by the GUC Trustee from the GUC Trust account. The GUC Trustee shall be selected by the Committee and shall be a disinterested person.

7.9 Annual Reporting and Filing Requirements.

A. Within seventy-five (75) days after the end of each calendar year, the GUC Trustee shall prepare and make available upon request: (i) an unaudited operating statement showing all revenues received by the GUC Trust and expenses of operations of the GUC Trust during such calendar year; and (ii) an unaudited written report and accounting showing the assets and liabilities of the GUC Trust at the end of such year, any changes in the GUC Trust Account, the amount of any reserves of the GUC Trust, and any material action taken by the GUC Trustee in performance of his, her, or its duties under this Agreement during the preceding calendar year.

B. Pursuant to and in accordance with the terms of this Agreement, the GUC Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Income Tax Regulation Section 1.671-4(a).

ARTICLE VIII

MAINTENANCE OF RECORDS

8.1 The GUC Trustee shall maintain books and records containing a description of all property from time to time constituting the GUC Trust Funds, the management thereof, all transactions undertaken by the GUC Trustee, all expenses incurred by or on behalf of the GUC Trust, and all disbursements. Said books shall be open to inspection by any Beneficiary at any reasonable time during normal business hours.

ARTICLE IX

DURATION OF TRUST

9.1 Duration. The GUC Trust shall become effective upon the Effective Date. Thereupon, the GUC Trust and its provisions herein shall remain and continue in full force and effect until the GUC Trust is terminated.

9.2 Termination Upon Distribution of All GUC Trust Assets. Upon (i) the Bankruptcy Court's entry of a Final Order closing the Chapter 11 Cases pursuant to Bankruptcy Code section 350(a) and (b) and (ii) the payment of all costs, expenses, and obligations incurred in connection with administering the GUC Trust, and the distribution of all remaining GUC Trust Assets in accordance with the provisions of the (a) any confirmed plan and this Agreement or (b) any further order of the Bankruptcy Court and this Agreement, the GUC Trust shall terminate, and the GUC Trustee shall thereupon be forever discharged of, and released from, all

power, duties, and responsibilities under the this Agreement except as may be required to effectuate such termination under relevant law.

9.3 Termination After Five Years. If the GUC Trust has not been previously terminated pursuant to Article 9.2 hereof, on the fifth (5th) anniversary of the Effective Date, and unless the GUC Trust term has been otherwise extended by the Bankruptcy Court (such extension to be approved by the Bankruptcy Court within six (6) months of the beginning of the extended term), the GUC Trustee shall distribute all of the GUC Trust Funds to the Beneficiaries in accordance with the Final DIP Order and this Agreement and immediately thereafter the GUC Trust shall terminate and the GUC Trustee shall have no further responsibility in connection therewith.

ARTICLE X

MISCELLANEOUS

10.1 Notices. All notices to be given to Beneficiaries may be given by ordinary mail, or may be delivered personally, to the holders at the addresses appearing on the books kept by the GUC Trustee. Any notice or other communication which may be or is required to be given, served, or sent to the GUC Trustee shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Trust:

Peter S. Kravitz
Solution Trust
29209 Canwood Street, Suite 210
Agoura Hills, CA 91301

with a copy to –

Bradford J. Sandler, Esq.
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (courier 19801)

or to such other address as may from time to time be provided in written notice by the GUC Trustee.

10.2 Bond. The GUC Trustee shall be required to post a bond using the GUC Trust Account to pay the premiums on such bond.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to conflicts of law principles.

10.4 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

10.5 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words “hereof,” “herein,” and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

10.6 Final DIP Order Governs. In the event of any inconsistency between this Agreement and the Final DIP Order, the Final DIP Order shall govern. In accordance with paragraph 19(a) of the Final DIP Order, any fees, costs or expenses of the GUC Trustee or the administration of the GUC Trust, including without limitation any Professional Fees and any amounts in respect of sections 3.3, 6.3 and 7.8 of this Agreement, shall be satisfied solely from the GUC Trust Funds and the res of the GUC Trust, and the GUC Trustee shall have no claim for

such fees, costs or expenses or otherwise against the Debtors, the Pre-Petition First Lien Agent, the Pre-Petition First Lien Lenders, the DIP Agent, the DIP Lenders, the Debtors' estates, the Collateral or any other assets of the Debtors.

10.7 No execution. All funds in the GUC Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other person can execute upon, garnish, or attach the GUC Trust Assets or the GUC Trustee in any manner or compel payment from the GUC Trust except by final order of the Bankruptcy Court. Payments will be solely governed by the Final DIP Order, this Agreement, and such final order of the Bankruptcy Court.

10.8 Amendment. This Agreement may be amended or modified or otherwise changed in whole or in part by agreement of the Committee and order of the Bankruptcy Court.

10.9 Severability. If any term, provision covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.10 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

COACH AM GROUP HOLDINGS CORP., on
behalf of itself and all of the affiliated Debtors

By: 
Name: Brian E. Cejka
Title: Chief Restructuring Officer

SOLUTION TRUST

By: _____
Name: Peter S. Kravitz
Title: Managing Principal

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS


By: _____
Bradford J. Sandler
Partner
Pachulski Stang Ziehl & Jones LLP
Counsel to the Official Committee of
Unsecured Creditors

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

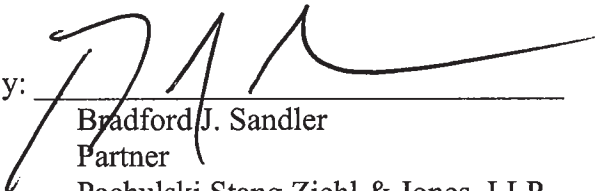
COACH AM GROUP HOLDINGS CORP., on
behalf of itself and all of the affiliated Debtors

By: _____
Name: _____
Title: _____

SOLUTION TRUST

By:  _____
Name: Peter S. Kravitz
Title: Managing Principal

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS

By:  _____
Bradford J. Sandler
Partner
Pachulski Stang Ziehl & Jones, LLP
Counsel to the Official Committee of
Unsecured Creditors