

Exhibit C

**COACH AM GROUP HOLDINGS CORP., ET AL.,
LENDER TRUST AGREEMENT**

This Coach Am Group Holdings Corp., *et al.*, Lender Trust Agreement (the “**Agreement**”) dated as of _____, 2013, is by and among Coach Am Group Holdings Corp. (“**Coach**”) and its affiliated debtors and debtors in possession identified in footnote 1 below (collectively, the “**Debtors**”), JPMorgan Chase Bank, N.A. (“**JPMCB**”), as administrative agent for itself and the lenders and letter of credit issuers (collectively, the “**Pre-Petition First Lien Lenders**”) under or in connection with that certain Amended and Restated First Lien Credit Agreement dated as of April 20, 2007 and amended and restated as of February 18, 2011 (as heretofore amended, supplemented or otherwise modified, the “**Pre-Petition First Lien Credit Agreement**”), among Coach Am Holdings Corp., Coach, the lenders listed therein, the letter of credit issuing bank(s) named therein and JPMCB, as administrative agent for the Pre-Petition First Lien Lenders, and [], as the Lender Trustee (as defined below).

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 United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, the Debtors have sold substantially all of their operating assets pursuant to various orders entered by the Bankruptcy Court;

WHEREAS, on [], the Court entered that certain *Order Pursuant to Sections 105(c), 349 and 1112(b) of the Bankruptcy Code (A) Authorizing the Lender Trust Agreement, (B) Dismissing the Debtors’ Chapter 11 Cases, and (C) Granting Certain Related Relief* [Docket No.] (the “**Dismissal Order**”) (i) dismissing the Debtors’ chapter 11 cases (i) authorizing the

Debtors to enter into this Agreement and take all necessary steps to effectuate the terms of this Agreement; (iii) ordering the transfer of the Lender Trust Assets (as defined below) to the liquidating trust formed pursuant hereto (the “**Lender Trust**”); and (iv) authorizing the Lender Trustee to administer the Lender Trust and distribute the Lender Trust Property (as defined below) in accordance with the terms of this Agreement;

WHEREAS, the Lender Trust is authorized pursuant to the Dismissal Order to effectuate the distribution to JPMCB, on behalf of the Pre-Petition First Lien Lenders, as set forth in the *Order Pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 Authorizing and Approving (I) Sale of Certain Assets of the Debtors Free and Clear of Liens, Claims, and Encumbrances and (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 762];

WHEREAS, the Lender Trust is created on behalf, and for the sole benefit, of JPMCB, in its capacity as administrative agent for the Pre-Petition First Lien Lenders (the “**Beneficiary**”);

WHEREAS, the Lender Trust is established for the purpose of liquidating the Lender Trust Assets for the benefit of the Beneficiary and collecting, holding, administering, and distributing the Lender Trust Property in accordance with the terms of this Agreement and the Dismissal 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 this Agreement;

WHEREAS, the Lender Trust is intended to qualify as a liquidating trust for federal income tax purposes, within the meaning of Treasury Regulation Section 301.7701-4(d),

and to be exempt from the requirements of the Investment Company Act of 1940 pursuant to Sections 7(a) and 7(b) thereof; and

WHEREAS, if the Lender Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulation Section 301.7701-4(d), the parties hereto intend that the Lender Trust be treated as a partnership for all federal, state and local tax purposes and the Lender Trustee shall have the right to convert the Lender Trust to a Delaware limited liability company to serve as the legal entity holding and liquidating the Lender Trust Property.

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

1.1.1 “Beneficiary” shall mean JPMCB in its capacity as administrative agent for the Pre-Petition First Lien Lenders and for the benefit of such Pre-Petition First Lien Lenders.

1.1.2 “Lender Trust Assets” shall mean all assets transferred to the Lender Trust by the Debtors, including, but not limited to, their rights, title and interests in (i) any collateral held by National Union Fire Insurance Company of Pittsburgh, PA and certain other member companies of American International Group, Inc., including Allied World Assurance Company, Chartis Casualty Company, Chartis Excess Limited, Chartis Specialty Insurance Company, China America Insurance Company, Granite State Insurance Company, Illinois National Insurance Company, Insurance Company of the State of Pennsylvania, Lexington Insurance Company and New Hampshire Insurance Company (collectively, “**Chartis**”) in respect of

insurance obligations, (ii) any claims and causes of action that have been asserted in (or arise from the same transaction or occurrences as alleged in) the lawsuit styled *CUSA, LLC v. Keiser, et al. (In re Coach Am Group Holdings Corp.)*, Adversary Proceeding No. 13-50350 (KG) (Bankr. D. Del.), commenced by CUSA, LLC on January 18, 2013 and (iii) the Debtors' accounts receivable.

1.1.3 "Lender Trust Property" shall mean the Lender Trust Assets and all other property held from time to time by the Lender Trust under this Agreement and any earnings or proceeds, including, without limitation, interest, on any of the foregoing.

1.1.4 "Lender Trustee" shall mean (x) initially, [], (acting hereunder not in its individual capacity but solely as trustee), and (y) any successor or replacement to the Lender Trustee selected by the Beneficiary.

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

TRUST FORMATION

2.1 Declaration of Trust. The trust created hereby shall be known as "Coach America Lender Trust," in which name the Lender Trustee may conduct the business of the Lender Trust, make and execute contracts, and sue and be sued. It is the intention of the parties hereto that the Lender Trust created hereby constitute a statutory trust under Chapter 38 of Title 12 of the

Delaware Code, 12 Del. C. § 3801 et seq. (the “Act”), that this Agreement constitute the governing instrument of the Lender Trust and that the Beneficiary constitute the beneficial owner as such term is used in the Act. The Lender Trustee is hereby authorized and directed to execute and file a certificate of trust with the Delaware Secretary of State.

2.2 Purpose and Powers of Trust. The Debtors, JPMCB and the Lender Trustee, pursuant to the Dismissal Order, hereby create the Lender Trust for the purpose of liquidating the Lender Trust Assets and distributing the Lender Trust Property to the Beneficiary, in accordance with Treasury Regulation Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. The Lender Trust and the Lender Trustee shall have the power and authority, and are hereby authorized, to implement the provisions of this Agreement and administer the Lender Trust, including, without limitation to: (i) prosecute for the benefit of the Beneficiary any causes of action that may from time to time be held by the Lender Trust; (ii) preserve, maintain and liquidate the Lender Trust Assets; (iii) distribute the Lender Trust Property to the Beneficiary; and (iv) otherwise perform the functions and take the actions provided for in this Agreement or authorized by the Dismissal Order. Notwithstanding the foregoing, the Lender Trust will not hold itself out as an investment company and will not conduct a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Lender Trust. The activities of the Lender Trust shall be limited to those activities set forth in this Agreement and as otherwise contemplated by the Dismissal Order.

2.3 Transfer of Lender Trust Assets.

A. The Debtors hereby grant, release, assign, transfer, convey and deliver, on behalf of the Beneficiary, the Lender Trust Assets to the Lender Trustee as of the date

this fully executed Agreement is approved by final order of the Bankruptcy Court (the “**Effective Date**”) with such Lender Trust Assets to be held in a separate account (the “**Lender Trust Account**”) in trust for the benefit of the Beneficiary and to be applied as specified in this Agreement and the Dismissal Order. The Debtors from time to time as and when reasonably requested by the Lender 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 Lender Trustee may reasonably deem necessary or appropriate to vest or perfect in or confirm to the Lender Trustee title to and possession of the Lender Trust Assets.

B. Pursuant to the Dismissal Order, all of the Debtors’ right, title and interest in and to the Lender Trust Assets shall be automatically vested in the Lender Trust on the Effective Date, free and clear of all liens, claims, encumbrances, and other interests, and the Debtors shall have no further interest in or with respect to the Lender Trust Assets, the Lender Trust Property or the Lender Trust. By executing this Agreement, the Lender Trustee hereby accepts its appointment and agrees to hold all such Lender Trust Assets provided to it in trust for the benefit of the Beneficiary subject to the terms of this Agreement.

C. Pursuant to and in accordance with the Dismissal Order and this Agreement, for all federal, state and local income tax purposes, all parties (including, without limitation, the Debtors, the Lender Trustee and the Beneficiary) shall treat the Lender 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. 684 and transfer of the Lender Trust Assets to the Lender Trust shall be treated as a transfer of the Lender Trust Assets by the Debtors to the Beneficiary, followed by a transfer of the Lender Trust Assets by the Beneficiary to the Lender

Trust in exchange for its beneficial interest in the Lender Trust, and the Beneficiary shall be treated as the grantor and owner hereto.

2.4 No Reversion. In no event shall any part of the Lender Trust Property revert to or be distributed to any of the Debtors or their creditors.

2.5 Incidents of Ownership. The Beneficiary shall be the sole Beneficiary of the Lender Trust, the Lender Trust Assets and the Lender Trust Property, and the Lender Trustee shall have only such rights and powers as are necessary to undertake the actions and transactions authorized in this Agreement and the Dismissal Order.

ARTICLE III

ADMINISTRATION OF THE LENDER TRUST

3.1 Rights, Powers and Privileges. The Lender Trustee shall have only the rights, powers and privileges expressly provided to the Lender Trustee in this Agreement, the Dismissal Order and as otherwise provided by applicable law. Without limiting the foregoing, the Lender Trustee shall have the power to take the following actions in addition to the powers granted in the Dismissal Order, and any powers reasonably incidental thereto, that the Lender Trustee, in his, her or its reasonable discretion, deems necessary or appropriate to fulfill the liquidating purpose of the Lender Trust, unless otherwise specifically limited or restricted by the Dismissal Order or this Agreement:

A. hold legal title on behalf of the Lender Trust to any and all rights of the Debtors and the Beneficiary in or arising from the Lender Trust Property, including collecting and receiving any and all money and other property belonging to the Lender Trust;

B. liquidate the Lender Trust Property; *provided, however,* that the Lender Trustee shall be required to obtain the written consent of the Beneficiary before engaging

in any transaction in an amount greater than \$[] or settling any claim or cause of action where the amount asserted by the Lender Trust exceeds \$[];

C. execute any documents and take any other actions related to, or in connection with, the liquidation of the Lender Trust Property and the exercise of the Lender Trustee's powers granted herein;

D. take possession and control, administer, maintain and dispose of documents, books and records related to the Lender Trust Property;

E. protect and enforce the rights to the Lender Trust Property vested in the Lender Trust by the Dismissal Order or this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

F. make all distributions to or on behalf of the Beneficiary provided for in, or contemplated by, the Dismissal Order and this Agreement;

G. if necessary, make all tax withholdings, file tax information returns, make tax elections by and on behalf of the Lender Trust and file tax returns for the Lender 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 Dismissal Order and this Agreement;

H. make all necessary filings in accordance with this Agreement or any applicable law, statute or regulation;

I. send [annually]¹ to the Beneficiary a separate statement stating the Lender Trust's income, gain, loss, deduction or credit, and instruct such Beneficiary to report such items on its federal tax returns;

¹ [JPM to advise whether tax reporting needed more often.]

J. determine and satisfy from the Lender Trust Property any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, created, incurred or assumed by the Lender Trust;

K. with the consent of the Beneficiary, retain and pay professionals, employees, contractors or other agents from the Lender Trust Property to carry out the Lender Trustee's duties and obligations hereunder;

L. invest monies received by the Lender Trust, Lender Trustee or otherwise held by the Lender Trust or Lender Trustee as set forth in Article 3.3 and in accordance with this Agreement; *provided, however*, that such investments are consistent with the Lender Trust's status as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and are merely incidental to its liquidation and dissolution;

M. if the Lender Trustee determines that the Beneficiary or the Lender Trust may, will or have become subject to adverse tax consequences, take such commercially reasonable actions that will, or are reasonably intended to, alleviate such adverse tax consequences to the extent consistent with the best interests of the Lender Trust;

N. create sub-trusts or title vehicles of which the Lender Trust or the Beneficiary hold the beneficial or ownership interests, as applicable;

O. represent the Lender Trust before the Bankruptcy Court and any other courts of competent jurisdiction with respect to the Lender Trust Assets or any issues related thereto;

P. exercise such other powers as may be vested in the Lender Trustee by this Agreement, the Dismissal Order or order of the Bankruptcy Court;

Q. take or refrain from taking any and all actions the Lender Trustee reasonably deems necessary for the continuation, protection and maximization of the Lender Trust Property or to carry out the purposes hereof; and

R. take any and all necessary actions to convert the Lender Trust to a Delaware limited liability company if the Lender Trust shall fail or cease to qualify as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d).

3.1 Action by JPMCB Due to Conflict. The Lender Trustee shall disclose to JPMCB any connections, conflicts, or potential conflicts of interest that the Lender Trustee has with respect to the exercise of any rights, powers, duties, and privileges under this Agreement. In the event that the Lender Trustee cannot take any action by reason of an actual or potential conflict of interest, JPMCB or a designee of its choosing shall be authorized to act as an agent of the Lender Trust and take any such action(s) in the place of the Lender Trustee, including, without limitation by the retention of professionals for the purpose of taking such actions.

3.2 Agents and Professionals. The Lender Trustee may, with consent of the Beneficiary, or shall, upon written direction of the Beneficiary, consult with and retain such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers, translators or other professionals deemed by the Lender Trustee to have qualifications necessary or desirable to assist in the proper administration of the Lender Trust. Except to the extent paid by the Beneficiary, the Lender Trustee shall pay the reasonable fees and expenses of such persons out of the Lender Trust Property in the ordinary course of business without the need for any approvals, other than to the extent so required under Article 4.4.

3.3 Investment and Safekeeping of Lender Trust Funds. All moneys and other assets received by the Lender Trustee shall, until distributed or paid over as provided herein and in the

Dismissal Order, be held in trust for the benefit of the Beneficiary. The Lender 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 Beneficiary, except as such interest or income shall actually be received by the Lender Trustee. Except as otherwise provided by the Dismissal Order or this Agreement or as instructed by the Beneficiary, the powers of the Lender Trustee to invest any moneys held by the Lender Trustee, other than those powers reasonably necessary to maintain the value of the assets and to further the Lender 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. The Beneficiary may provide investment instructions, including standing instructions, to the Lender Trustee. Absent such instruction from the Beneficiary, the Lender Trustee shall invest any available funds comprising Lender Trust Property in cash equivalents.

3.4 Limitations on Lender Trustee. The Lender Trustee shall not at any time, on behalf of the Lender Trust or the Beneficiary enter into or engage in any trade or business, and no part of the Lender Trust Property shall be used or disposed of by the Lender Trust in furtherance of any trade or business.

ARTICLE IV

DISTRIBUTIONS AND ADMINISTRATION OF THE LENDER TRUST

4.1 Distribution of Trust Assets. Following the Effective Date, the Lender Trustee shall make distributions of the Lender Trust Property to the Beneficiary on such dates that the Lender Trustee determines are appropriate or upon the direction of the Beneficiary; *provided, however,* that the Lender Trustee shall make distributions of Lender Trust Property no less frequently than once per twelve-month period, with such period to be measured from the

Effective Date (each a “**Distribution Date**”); *provided, further, however*, that (i) the Lender Trustee may defer a distribution to the next Distribution Date if the Lender Trustee determines, in the reasonable exercise of the Lender Trustee’s discretion, that the amount available for distribution at such time is insufficient to justify the cost of effecting the distribution and (ii) the Lender Trustee may, in the reasonable exercise of the Lender Trustee’s discretion, cause the Lender Trust to retain an amount of Lender Trust Property reasonably necessary to maintain the value of the Lender Trust Assets or to meet Lender Trust liabilities.

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

4.3 Location and Method for Distributions; Notice of Change of Address; Disbursing Agents. Unless otherwise directed by the Beneficiary, distributions to the Beneficiary shall be made by the Lender Trustee, or such third party disbursing agent as the Lender Trustee may employ, to or on behalf of the Beneficiary, based on the wire instructions listed in the books and records of the Lender Trust. The Beneficiary shall be responsible for providing the Lender Trustee or its agent with timely written notice of any change in its wire instructions. The Lender Trustee or its agent is not obligated to make any effort to determine the correctness of any such information.

4.4 Liquidation of Lender Trust Assets. The Lender Trustee shall, in an expeditious but orderly manner and subject to the other provisions of this Agreement, liquidate and convert to cash the Lender Trust Property, make timely distributions in accordance with the terms hereof and not unduly prolong the existence of the Lender Trust. The Lender Trustee shall exercise

reasonable business judgment and liquidate the Lender Trust Property to maximize net recoveries; *provided*, that the Lender Trustee shall be entitled to take into consideration the risks, timing and costs of potential actions in making determinations as to the maximization of recoveries. Such liquidations may be accomplished through the sale or other disposition of the Lender Trust Property (in whole or in combination, and including the sale of any claims, rights or causes of action). The Lender Trustee may incur any reasonable and necessary expenses in connection with the liquidation and conversion of the Lender Trust Property into cash. Notwithstanding anything to the contrary herein, the Lender Trustee shall be required to obtain the written consent of the Beneficiary before engaging in any transaction in an amount greater than \$[] or settling any claim or cause of action where the amount asserted by the Lender Trust exceeds \$[].

ARTICLE V

BENEFICIARY

5.1 Ownership of Beneficial Interests Hereunder. JPMCB shall be the beneficial owner of the Lender Trust, and Lender Trust Property shall be distributed by payment or transfer to JPMCB in accordance with this Agreement.

5.2 Interest Beneficial Only. The ownership of a beneficial interest in the Lender Trust shall not entitle the Beneficiary to any title in or to the Lender Trust Property or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein.

5.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Lender Trust Property 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 Lender Trust by the Lender Trustee pursuant to Article 5.5.

5.4 Exemption from Registration. The rights of the Beneficiary 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 Beneficiary 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.

5.5 Transfer. The Lender Trustee shall keep, or cause to be kept, a register in which shall be set forth a list of the Beneficiaries. Subject to such regulations as the Lender Trustee may prescribe, and so long as any such transfer or exchange shall be exempt from registration as traded securities, the Lender Trustee shall provide for the registration of transfers and exchanges of percentage interests in the beneficial ownership interest in the Lender Trust by the Beneficiary and any subsequent Beneficiaries. The Lender Trustee may require, as a condition to the transfer of any percentage interest, that the transferor deliver a properly endorsed assignment agreement executed by the proposed transferee of such percentage interest including an agreement on the part of the transferee to be bound by this Agreement.

5.6 Limited Liability. No provision of this Agreement or the Dismissal Order, and no mere enumeration herein of the rights or privileges of the Beneficiary, shall give rise to any liability of the Beneficiary, whether such liability is asserted by the Debtors, creditors of the Debtors or any other party. The Beneficiary is deemed to receive its beneficial interest in the Lender Trust Property without any further obligation or liability of any kind.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing With the Lender Trustee. In the absence of actual knowledge to the contrary, any person dealing with the Lender Trust or the Lender Trustee shall be entitled to rely on the authority of the Lender Trustee or any of the Lender Trustee's agents to act in connection with the Lender Trust Property. There is no obligation on any person dealing with the Lender Trustee to inquire into the validity or expediency or propriety of any transaction by the Lender Trustee or any agent of the Lender Trustee.

6.2 Limitation of Lender Trustee's Liability. The Lender Trustee shall exercise such of the rights and powers vested in it by this Agreement and the Dismissal Order, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. No provision of this Agreement or the Dismissal Order shall be construed to relieve the Lender Trustee from liability for its own negligence, fraud or intentional or willful misconduct. The Lender Trustee shall not be liable for any action taken in good faith in reliance upon the advice of professionals retained by the Lender Trustee in accordance with this Agreement.

6.3 Liability to Third Persons. The Beneficiary shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Lender Trust Property or the affairs of the Lender Trustee, and the Beneficiary as a beneficial owner shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. The Lender Trustee and agents of the Lender Trustee (including professionals) shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Lender Trust Property or the affairs of the Lender Trust, except for their own

negligence, fraud or intentional or willful misconduct, and any such person shall look solely to the Lender Trust Property for satisfaction of claims of any nature arising in connection with affairs of the Lender Trust.

6.4 No Liability of Lender Trustee for Acts of Others. Nothing contained in this Agreement or the Dismissal Order shall be deemed to be an assumption by the Lender Trustee of any of the liabilities, obligations or duties of the Debtors and shall not be deemed to be or contain a covenant or agreement by the Lender Trustee to assume or accept any such liability, obligation or duty. Any successor Lender Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Lender Trustee hereunder, and any statement or representation made as to the assets comprising the Lender Trust Property or as to any other fact bearing upon the prior administration of the Lender Trust, so long as it has a good faith basis to do so. The Lender Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. The Lender Trustee or any successor Lender Trustee shall not be liable for any act or omission of any predecessor Lender Trustee, nor have a duty to enforce any claims against any predecessor Lender Trustee on account of any such act or omission.

6.5 Indemnification. The Lender Trustee and each of its respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the “**Indemnified Parties**”) shall be entitled to indemnification and reimbursement for fees and documented actual, reasonable and necessary expenses (including counsel fees) or damage of any kind, type or nature, that the Lender Trustee may incur or sustain in the exercise and performance of any of the Lender Trust’s or the Lender 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 negligence, willful misconduct, bad faith, actual fraud, self-dealing, breach of fiduciary duty, or *ultra vires* acts. Any indemnification claim of any Indemnified Party shall be satisfied from the Lender Trust and solely from the Lender Trust Property, to the extent such property is legally available for that purpose. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the Lender Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; *provided, however*, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the Lender Trust immediately upon the entry of a final court order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Article 6.5. The Lender Trustee shall not be personally liable for the payment of any Lender Trust expense or claim or other liability of the Lender Trust, and no person shall look to the Lender Trustee personally for the payment of any such expense or liability.

ARTICLE VII

SELECTION, REMOVAL AND COMPENSATION OF LENDER TRUSTEE

7.1 Initial Lender Trustee. The initial Lender Trustee shall be []. The Lender Trustee also accepts the grant, assignment, transfer, conveyance and delivery to the Lender Trust by the Debtors, on behalf, and for the benefit, of the Beneficiary, of all of the Debtors' respective rights, title and interests in the Lender Trust Assets, upon and subject to the terms and conditions set forth in this Agreement and the Dismissal Order.

7.2 Term of Service. The Lender Trustee shall serve until the earliest of (a) the completion of all of the Lender Trustee's duties, responsibilities, and obligations under this Agreement; (b) termination of the Lender Trust in accordance with the terms of this Agreement or (c) the Lender Trustee's resignation, death, incapacity or removal.

7.3 Removal of a Lender Trustee. Any person serving as the Lender Trustee may be removed at any time with or without cause by the Beneficiary.

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

7.5 Appointment of Successor Lender Trustee. Upon the resignation, death, incapacity or removal of a Lender Trustee, the Beneficiary shall appoint a successor Lender Trustee. Any successor Lender 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 Lender Trustee and all of his, her or its heirs and legal and personal representatives, successors or assigns.

7.6 Powers and Duties of Successor Lender Trustee. A successor Lender Trustee shall have all the rights, privileges, powers and duties of his, her or its predecessor under this Agreement.

7.7 Lender Trust Continuance. The resignation, death, incapacitation or removal of the Lender Trustee shall not terminate the Lender Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Lender Trustee.

7.8 Compensation of the Lender Trustee and Costs of Administration. The Lender Trustee shall receive fair and reasonable compensation for the Lender Trustee's services in accordance with the terms and conditions of this Agreement, which shall be a charge against, and paid out of, the Lender Trust Account. All costs, expenses and obligations incurred by the Lender Trustee shall be paid by the Lender Trustee from the Lender Trust Account. In no event shall the Beneficiary be liable for such costs, expenses and obligations.

7.9 Reporting and Filing Requirements; Valuation.

A. The Lender Trustee shall provide monthly reporting to the Beneficiary of property held by the Lender Trustee on behalf of the Lender Trust. Such reporting may be in the form of an account statement in the Lender Trustee's customary form for trust accounts.

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

C. Pursuant to and in accordance with the terms of this Agreement, the Lender Trustee shall file tax returns for the Lender Trust as a grantor trust pursuant to Treasury Income Tax Regulation Section 1.671-4(a). The Lender Trust's taxable income, gain, loss, deduction or credit will be allocated to the Beneficiary.

D. As soon as practicable after the Effective Date, the Lender Trustee shall retain [_____] (the "**Appraiser**") to value the Lender Trust Assets for the Lender Trustee, and the Lender Trustee shall apprise the Beneficiary of such valuation made by the Appraiser. The valuation shall be used consistently by all parties (including the Debtors, the Lender Trustee, and the Beneficiary) for all federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Lender Trust Assets.

ARTICLE VIII

MAINTENANCE OF RECORDS

8.1 The Lender Trustee shall maintain books and records containing a description of all property from time to time constituting the Lender Trust Property, the management thereof, all transactions undertaken by the Lender Trustee, all expenses incurred by or on behalf of the Lender Trust, and all disbursements. Said books shall be open to inspection by the Beneficiary at any reasonable time during normal business hours. In addition, JPMCB or a designee of its choosing shall be authorized to act as an agent and custodian of the Lender Trust to hold on behalf of the Lender Trust physical possession of books and records of the Lender Trust and other physical items of the Lender Trust Property.

ARTICLE IX

DURATION OF LENDER TRUST

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

9.2 Termination Upon Distribution of All Lender Trust Property. The Lender Trust shall dissolve, windup and terminate upon the occurrence of the earlier of (a) the full liquidation, administration and distribution of the Lender Trust Property in accordance with this Agreement and the full performance of all other duties and functions of the Lender Trustee set forth in this Agreement and (b) the fifth (5th) anniversary of the Effective Date. Such termination may be extended upon request of the Lender Trustee (pursuant to written direction by the Beneficiary to the Lender Trustee) if approved by the Bankruptcy Court for cause shown prior to the termination of the Lender Trust on motion to the Bankruptcy Court filed no earlier than six (6) months prior to the scheduled termination of the Lender Trust. Upon termination, the Lender Trustee shall file a certificate of cancellation with the State of Delaware as required by the Act.

9.3 Upon the termination of the Lender Trust as provided herein, the Lender Trustee shall thereupon be forever discharged of, and released from, all power, duties and responsibilities under this Agreement except as may be required to effectuate such termination under relevant law.

ARTICLE X
MISCELLANEOUS

10.1 Notices. Any notice or other communication which may be or is required to be given, served or sent to the Beneficiary or Lender Trustee hereunder 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, facsimile (if receipt is confirmed) or electronic PDF (if receipt is confirmed) addressed as follows:

If to the Lender Trust:

If to the Beneficiary:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 23rd Floor
New York, NY 10179
Attention: Douglas A. Kravitz
Telecopy: (212) 622-4556
Telephone: (212) 270-1262
Email: douglas.a.kravitz@jpmorgan.com

10.2 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.

10.3 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, including any business entity into which a party hereto may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation with respect to which a party hereto is a party, or any entity succeeding to all or substantially all of the

business of a party hereto, and in each such case, the resulting entity shall be the successor hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

10.4 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.

10.5 No execution. All funds in the Lender Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of the Beneficiary, and the Beneficiary or any other person may not execute upon, garnish or attach the Lender Trust Property or the Lender Trustee in any manner or compel payment from the Lender Trust. Payments will be solely governed by the Dismissal Order and this Agreement.

10.6 Amendment. This Agreement may be amended or modified or otherwise changed in whole or in part by agreement of the Beneficiary and the Lender Trustee, and, with respect to obligations of the Debtors, the Debtors.

10.7 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.

10.8 Subject to the following sentence, the Bankruptcy Court shall have exclusive jurisdiction over the Lender Trust, the Lender Trustee and the Lender Trust Property, including the determination of all controversies and disputes arising under or in connection with the Lender

Trust or this Agreement. However, if the Bankruptcy Court abstains or declines to exercise such jurisdiction or is without jurisdiction under applicable law, any other court of competent jurisdiction may adjudicate any such matter. The Lender Trustee and the Beneficiary consent to the jurisdiction of the United States District Court for the District of Delaware and the state courts sitting in Wilmington, Delaware over all disputes related to this Agreement.

10.9 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: _____
Title: _____

JPMorgan Chase Bank, N.A., as administrative
agent

By: _____
Name: _____
Title: _____

[Lender Trustee]

By: _____
Name: _____
Title: _____