

SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

COACH AM HOLDINGS CORP.,

a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code

Holdings

COACH AMERICA HOLDINGS, INC.,

a Debtor and a Debtor-in-Possession under Chapter 11 of the Bankruptcy Code

Borrower

the Lenders party hereto,

and

JPMORGAN CHASE BANK, N.A.

Administrative Agent and Collateral Agent

dated as of January [], 2012

J.P. MORGAN SECURITIES LLC

Lead Arranger and Bookrunner

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS.....	1
1.1. Defined Terms.	1
1.2. Other Definitional Provisions	22
SECTION 2. <i>[Reserved]</i>	23
SECTION 3. AMOUNT AND TERMS OF REVOLVING COMMITMENTS	23
3.1. Revolving Commitments	23
3.2. Procedure for Revolving Loans Borrowing	24
3.3. <i>[Reserved]</i>	24
3.4. <i>[Reserved]</i>	24
3.5. Commitment Fees, etc	24
3.6. Termination or Reduction of Commitments	25
3.7. <i>[Reserved]</i>	25
3.8. <i>[Reserved]</i>	25
3.9. Use of Proceeds	25
3.10. Priority and Liens	25
3.11. Payment Obligations	27
3.12. No Discharge; Survival of Claims	27
3.13. Use of Cash Collateral	27
SECTION 4. GENERAL PROVISIONS APPLICABLE TO LOANS	27
4.1. Optional Prepayments	27
4.2. Mandatory Prepayments and Commitment Reductions	28
4.3. Conversion and Continuation Options	29
4.4. Limitations on Interest Periods	29
4.5. Interest Rates, Default Rate and Payment Dates	29
4.6. Computation of Interest and Fees	30
4.7. Inability to Determine Interest Rate	31
4.8. Pro Rata Treatment and Payments	31
4.9. Requirements of Law	33
4.10. Taxes	34
4.11. Indemnity	36
4.12. Change of Lending Office	37
4.13. Replacement of Lenders under Certain Circumstances	37
4.14. Evidence of Debt	38
4.15. Illegality	38
4.16. Currency Indemnity	39
SECTION 5. REPRESENTATIONS AND WARRANTIES	40
5.1. Financial Condition	40
5.2. No Change	41

5.3.	Corporate Existence; Compliance with Law	41
5.4.	Power; Authorization; Enforceable Obligations	41
5.5.	No Legal Bar.....	42
5.6.	Litigation.....	42
5.7.	No Default.....	42
5.8.	Ownership of Property; Liens	42
5.9.	Intellectual Property	42
5.10.	Taxes.....	42
5.11.	Federal Regulations	43
5.12.	Labor Matters.....	43
5.13.	ERISA	43
5.14.	Investment Company Act; Other Regulations	44
5.15.	Subsidiaries	44
5.16.	Use of Proceeds	44
5.17.	Environmental Matters	44
5.18.	Accuracy of Information, etc.	45
5.19.	Security Documents	46
5.20.	Certain Documents	46
5.21.	Anti-Terrorism Laws.	46
5.22.	Hedge Agreements.....	47
5.23.	The Orders	47
SECTION 6.	CONDITIONS PRECEDENT	48
6.1.	Conditions to Effective Date.....	48
6.2.	Conditions to Each Revolving Loan.....	51
SECTION 7.	AFFIRMATIVE COVENANTS	52
7.1.	Financial Statements	52
7.2.	Certificates; Other Information.....	54
7.3.	Payment of Obligations	56
7.4.	Maintenance of Existence; Compliance.....	56
7.5.	Maintenance of Property; Insurance	56
7.6.	Inspection of Property; Books and Records; Discussions; Lender Meetings	56
7.7.	Notices	57
7.8.	Environmental Laws	58
7.9.	<i>[Reserved]</i>	58
7.10.	Additional Collateral, etc.	58
7.11.	Further Assurances	60
7.12.	Post-Closing Actions	60
7.13.	Hedge Liquidation	60
7.14.	Final Order.....	60
7.15.	Advisory Firm.....	61
7.16.	Sale Procedures.....	61
7.17.	Ratings	62
7.18.	Business Plan	62
SECTION 8.	NEGATIVE COVENANTS	63
8.1.	Financial Condition Covenants.....	63

8.2.	Indebtedness.....	63
8.3.	Liens	65
8.4.	Fundamental Changes	66
8.5.	Disposition of Property	66
8.6.	Restricted Payments.....	67
8.7.	Investments	68
8.8.	Prepetition Obligations.	68
8.9.	Transactions with Affiliates.....	69
8.10.	Sales and Leasebacks.....	69
8.11.	Hedge Agreements.....	69
8.12.	Changes in Fiscal Periods	69
8.13.	Negative Pledge Clauses.....	70
8.14.	Clauses Restricting Subsidiary Distributions.....	70
8.15.	Lines of Business	70
8.16.	Formation of Subsidiaries.....	70
8.17.	Chapter 11 Claims	70
8.18.	Other Matters.	70
SECTION 9. EVENTS OF DEFAULT		71
9.1.	Events of Default	71
9.2.	Application of Funds	76
SECTION 10. THE AGENTS		77
10.1.	Appointment	77
10.2.	Delegation of Duties	78
10.3.	Exculpatory Provisions	78
10.4.	Reliance by Agents	78
10.5.	Notice of Default	79
10.6.	Non-Reliance on Agents and Other Lenders	79
10.7.	Indemnification	80
10.8.	Agent in Its Individual Capacity	80
10.9.	Successor Administrative Agent.....	81
10.10.	Agents Generally	81
10.11.	The Bookrunner and Lead Arranger.....	81
10.12.	Withholding Taxes.....	81
SECTION 11. MISCELLANEOUS		82
11.1.	Amendments and Waivers	82
11.2.	Notices	83
11.3.	No Waiver; Cumulative Remedies	85
11.4.	Survival of Representations and Warranties.....	85
11.5.	Payment of Expenses and Taxes; Indemnity	85
11.6.	Successors and Assigns; Participations and Assignments	87
11.7.	Adjustments; Set-off	91
11.8.	Counterparts.....	92
11.9.	Severability	92
11.10.	Integration.....	92
11.11.	GOVERNING LAW	92

11.12.	Submission To Jurisdiction; Waivers	92
11.13.	Acknowledgments	93
11.14.	Releases of Guarantees and Liens.....	93
11.15.	Confidentiality	94
11.16.	WAIVERS OF JURY TRIAL	94
11.17.	Inconsistency	95

SCHEDULES:

1.1	Commitments
5.15	Subsidiaries
5.19(c)	Real Property
7.12	Post-Closing Actions
8.2(d)(ii)	Existing Indebtedness
8.3(f)	Existing Liens

EXHIBITS:

A	Form of Assignment and Assumption
B	Form of Compliance Certificate
C	Form of Guarantee and Collateral Agreement
D	Form of Exemption Certificate
E	Form of Revolving Note
F	Form of Interim Order
G	Form of Approved Budget

SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (“Agreement”), dated as of January [], 2012, among COACH AM HOLDINGS CORP., a Delaware corporation and a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (“Holdings”), COACH AMERICA HOLDINGS, INC., a Delaware corporation and a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the “Borrower”), the several banks and other financial institutions or entities from time to time parties to this Agreement (the “Lenders”), and JPMORGAN CHASE BANK, N.A. (“JPMorgan Chase”), as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”) and as collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

INTRODUCTORY STATEMENTS

A. On January [], 2012 (the “Petition Date”), the Borrower, Holdings and the Subsidiary Guarantors filed voluntary petitions with the Bankruptcy Court initiating cases pending under Chapter 11 of the Bankruptcy Code (collectively, the “Cases” and each a “Case”) and have continued in the possession of their assets and in the management of their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

B. The Borrower has applied to the Lenders for a revolving credit facility in an aggregate principal amount of \$30,000,000.

C. The proceeds of the revolving credit facility will be used in accordance with Section 3.9 of this Agreement.

D. To provide guarantees and security for the repayment of the Revolving Loans, and the payment of all other Obligations, the Borrower, Holdings and the Subsidiary Guarantors will provide to the Administrative Agent, the Collateral Agent and the Lenders the claims and liens described in Section 3.10 of this Agreement.

E. In consideration of the mutual covenants and agreements herein contained, the parties hereto hereby covenant and agree as follows:

SECTION 1. DEFINITIONS

1.1. Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

“Administrative Agent”: as defined in the preamble to this Agreement.

“Affiliate”: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agents”: the collective reference to the Administrative Agent, Collateral Agent, Bookrunner and Lead Arranger.

“Agreement”: as defined in the preamble hereto.

“A&M”: Alvarez & Marsal North America, LLC.

“A&M Engagement Letter”: that certain engagement letter between the Borrower and A&M, dated as of December 12, 2011, as may be amended, supplemented or modified from time to time.

“Anti-Terrorism Laws”: as defined in Section 5.21(a).

“Applicable Margin”: for each Type of Revolving Loan, the rate per annum set forth under the relevant column heading below:

Eurodollar Loans

Base Rate Loans

6.0%

5.0%

“Approved Budget”: as defined in Section 7.1(f).

“Approved Fund”: as defined in Section 11.6(b).

“Asset Sale”: any Disposition of Property or series of related Dispositions of Property (excluding any such Disposition permitted by clauses (a), (b) or (c) of Section 8.5).

“Assignee”: as defined in Section 11.6(b).

“Assignment and Assumption”: an Assignment and Assumption, substantially in the form of Exhibit A.

“Available Cash Amount”: in respect of any Determination Date, the amount, if positive, of cash and Cash Equivalents of the Borrower and its Subsidiaries (excluding any amounts constituting Restricted Cash) on such Determination Date, less the net cash outflows, if any, for the week in which the related Delivery Date occurs, as reflected in the Approved Budget delivered on such related Delivery Date.

“Available Revolving Commitment”: as to any Lender at any time, an amount equal to the excess, if any, of (a) such Lender’s Revolving Commitment then in effect over (b) such Lender’s Revolving Extensions of Credit then outstanding.

“Avoidance Action”: the Loan Parties’ claims and causes of action that constitute avoidance actions under Sections 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code and any other avoidance actions under the Bankruptcy Code and the proceeds thereof and property received thereby whether by judgment, settlement or otherwise.

“Bankruptcy Code” means The Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and codified as 11 U.S.C. Section 101 et seq.

“Bankruptcy Court”: the United States Bankruptcy Court for the District of Delaware or any other court having jurisdiction over the Cases from time to time.

“Base Rate”: for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) the Eurodollar Rate in effect for such day for a one month interest period commencing on such day (or, if such day is not a Business Day, the immediately preceding Business Day), calculated in the manner provided in the definition of “Eurodollar Rate” plus 1.00%. For purposes hereof: “Prime Rate” shall mean the rate of interest per annum publicly announced from time to time by the Reference Bank as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by the Reference Bank in connection with extensions of credit to debtors). Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate, respectively.

“Base Rate Loans”: Revolving Loans the rate of interest applicable to which is based upon the Base Rate.

“Benefitted Lender”: as defined in Section 11.7(a).

“Bid Procedures”: as defined in Section 7.16.

“Board”: the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Bookrunner”: J.P. Morgan Securities LLC.

“Borrower”: as defined in the preamble to this Agreement.

“Borrowing Date”: any Business Day specified by the Borrower as a date on which the Borrower requests the Lenders to make Revolving Loans hereunder.

“Business”: as defined in Section 5.17(b).

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close, provided, that with respect to notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

“Business Plan”: as defined in Section 7.18(a).

“Capital Expenditures”: for any period, with respect to any Person, the aggregate of (a) all the additions to property, plant and equipment and other capital expenditures that would be reflected on a consolidated statement of cash flows of such Person and its Subsidiaries in accordance with GAAP and (b) Capital Lease Obligations incurred by such Person and its Subsidiaries during such period.

“Capital Lease Obligations”: as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the

amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Carve Out”: (a) all fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code, (b) after the occurrence and during the continuance of an Event of Default and after the first Business Day following the delivery of a Carve Out Notice, to the extent allowed by the Bankruptcy Court at any time, whether before or after delivery of a Carve Out Notice, the payment of accrued and unpaid fees, costs and expenses of professionals retained by the Loan Parties or the Committee (but excluding fees, costs and expenses of third party professionals employed by such Committee’s members) (collectively, “Professional Fees”) incurred prior to the first Business Day following the delivery of the Carve Out Notice and (c) Professional Fees incurred on or after the first Business Day following the delivery of the Carve Out Notice in an aggregate amount not exceeding the Carve Out Cap, which amount may be used subject to the terms of the Orders. For the avoidance of doubt, the Carve Out Cap shall neither be reduced nor increased by the amount of any compensation or reimbursement of Professional Fees incurred, awarded or paid prior to the delivery of a Carve Out Notice, and nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in this definition.

“Carve Out Cap”: \$600,000.

“Carve Out Notice”: a notice delivered by the Administrative Agent to the U.S. Trustee, the local counsel for the Borrower and the lead counsel for each of the Borrower and the official committee of unsecured creditors (once appointed, the “Committee”) which notice specifies that an Event of Default has occurred and is continuing.

“Cash Equivalents”: (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of twelve months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than \$500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor’s Ratings Services (“S&P”) or P-1 by Moody’s Investors Service, Inc. (“Moody’s”), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within twelve months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 90 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody’s; (f) securities with maturities of twelve months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; or (g) shares of money market mutual or similar funds which invest substantially in assets satisfying the requirements of clauses (a) through (f) of

this definition or money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least \$5,000,000,000.

“Code”: the Internal Revenue Code of 1986, as amended from time to time.

“Collateral”: all property of the Loan Parties (including the Mortgaged Property), now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document or any Order.

“Collateral Agent”: as defined in the preamble to this Agreement.

“Committee” as defined in the definition of “Carve Out Notice”.

“Commonly Controlled Entity”: an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Section 414 of the Code.

“Compliance Certificate”: a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

“Conduit Lender”: any special purpose entity organized and administered by any Lender for the purpose of making Revolving Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument, subject to the consent of the Administrative Agent (which consent shall not be unreasonably withheld); provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Revolving Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Revolving Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 4.9, 4.10, 4.11 or 11.5 than the designating Lender would have been entitled to receive in respect of the Revolving Loans made by such Conduit Lender or (b) be deemed to have any Revolving Commitment.

“Continuing Directors”: the directors of Holdings on the Effective Date, and each other director, if, in each case, such other director's nomination for election to the board of directors of Holdings is recommended by at least a majority of the then Continuing Directors or such other director receives the vote of one or more Permitted Investors in his or her election by the shareholders of Holdings.

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control Investment Affiliate”: as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with, such Person and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Currency Due”: as defined in Section 4.16.

“Default”: any of the events specified in Section 9.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Delivery Date”: as defined in Section 4.2(g).

“Determination Date”: as defined in Section 4.2(g).

“Disposition”: with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Dollars” and “\$”: dollars in lawful currency of the United States.

“Domestic Subsidiary”: any Subsidiary of the Borrower organized under the laws of any jurisdiction within the United States.

“Effective Date”: the date on which each of the conditions set forth in Section 6.1 are satisfied or waived by the Required Lenders, such date not to be later than January 6, 2012.

“Effect of Bankruptcy” means, with respect to any contractual obligation, contract or agreement to which any Loan Party is a party, any default or other legal consequences arising on account of the commencement and the filing of the Cases, as applicable (including the implementation of any stay), or the rejection of any contractual obligation, contract or agreement with the approval of the Bankruptcy Court if required under applicable law.

“Environmental Laws”: any and all foreign, Federal, state, provincial, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health or the environment, as now or may at any time hereafter be in effect.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Eurocurrency Reserve Requirements”: for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto) dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

“Eurodollar Base Rate”: with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the greater of (i) 1.50% and (ii) the rate per annum determined on the basis of the rate for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on Reuters Screen LIBOR01 Page as of 11:00 A.M., London time, two Business Days prior to the beginning of such Interest Period. In the event that such rate does not appear on Reuters Screen LIBOR01 Page (or otherwise on such screen), the “Eurodollar Base Rate” shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be

selected by the Administrative Agent or, in the absence of such availability, by reference to the rate at which the Administrative Agent or Reference Bank is offered Dollar deposits at or about 11:00 A.M., New York City time, two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where its eurodollar and foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

“Eurodollar Loans”: Revolving Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

“Eurodollar Rate”: with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

$$\frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

“Event of Default”: any of the events specified in Section 9.1, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Excess Amount”: as defined in Section 4.2(g).

“Exchange Act”: The Securities Exchange Act of 1934, as amended.

“Excluded Taxes” (i) net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on any Agent or any Lender as a result of a present or former connection between such Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document), (ii) any branch profits tax imposed by the United States of America or any similar tax imposed by any other jurisdiction described in clause (i) above, (iii) any tax that is imposed under FATCA and (iv) amounts treated as Excluded Taxes pursuant to the last sentence of Section 4.10(a).¹

“Executive Order”: as defined in Section 5.21(a).

“FATCA”: Sections 1471 through 1474 of the Code as of the Effective Date (or any amended or successor versions thereof that are substantively and administratively comparable) and any current or future Treasury regulations or other administrative guidance promulgated thereunder.

“Federal Funds Effective Rate”: for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal

¹ Note to Lowenstein – this is not meant as a substantive change.

funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by the Reference Bank from three federal funds brokers of recognized standing selected by it.

“Final Order”: an order entered by the Bankruptcy Court substantially in the form of the Interim Order, with only such modifications as are satisfactory in form and substance to the Administrative Agent in its sole discretion, which order shall (w) have been entered on such prior notice to such parties as may be reasonably satisfactory to the Administrative Agent; (x) not be subject to a stay; (y) not have been vacated or reversed and (z) not have been amended or modified except as otherwise agreed to in writing by the Administrative Agent in its sole discretion.

“First Day Order”: any order entered by the Bankruptcy Court in the Cases on or about the Petition Date, regardless of whether such order is actually entered on the first day of the Cases or shortly thereafter.

“Foreign Subsidiary”: any Subsidiary of the Borrower that is not a Domestic Subsidiary.

“Funding Office”: the office of the Administrative Agent specified in Section 11.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

“GAAP”: generally accepted accounting principles in the United States as in effect from time to time.

“Governmental Authority”: any nation or government, any state, province or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

“Group Members”: the collective reference to Holdings, the Borrower and their respective Subsidiaries.

“Guarantee and Collateral Agreement”: the Guarantee and Collateral Agreement dated as of the date hereof, among Holdings, the Borrower and each Subsidiary substantially in the form of Exhibit C and as further amended, supplemented or otherwise modified from time to time.

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation of (a) the guaranteeing person or (b) another Person (including any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term

Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantors": the collective reference to Holdings and the Subsidiary Guarantors.

"Hedge Agreements": any agreement with respect to any swap, forward, future or derivative transaction (including cap, floor and collar transactions) or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Hedge Agreement.

"Holdings": as defined in the preamble to this Agreement.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (f) above, (h) all obligations of the kind referred to in clauses (a) through (g) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation and (i) for the purposes of Sections 8.2 and 9.1(c) only, all obligations of such Person in respect of Hedge Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor. For purposes of clause (i) above, the principal amount of Indebtedness in respect of Hedge Agreements shall equal the amount that would be payable (giving effect to netting) at such time if such Hedge Agreements were terminated.

"Indemnified Liabilities": as defined in Section 11.5.

"Indemnitee": as defined in Section 11.5.

"Initial Approved Budget": as defined in Section 7.1(f).

“Insolvency”: with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Interest Payment Date”: the day that is one month after the initial borrowing of a Revolving Loan and each monthly anniversary thereafter while such Revolving Loan is outstanding and the final maturity date of such Revolving Loan.

“Interest Period”: as to any Eurodollar Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one month thereafter; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan and ending one month thereafter; provided that, all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) no Interest Period shall extend beyond the Revolving Termination Date; and

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

“Interim Order”: means an order of the Bankruptcy Court in substantially the form set forth as Exhibit F hereto on an application or motion by Borrower that is acceptable in form and substance to the Administrative Agent in its sole discretion, which order shall (w) have been entered on such prior notice to such parties as may be reasonably satisfactory to the Administrative Agent; (x) not be subject to a stay; (y) not have been vacated or reversed; and (z) not have been amended or modified except as otherwise agreed to in writing by the Administrative Agent in its sole discretion.

“Investments”: as defined in Section 8.7.

“Lakefront Account”: the deposit account of Lakefront Lines, Inc. held at Fifth Third Bank, N.A. with account number 99966218.

“Lead Arranger”: J.P. Morgan Securities LLC.

“Lender”: each Lender that has a Revolving Commitment or that holds Revolving Loans; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing), but excluding customary rights of first refusal and tag, drag and similar rights in joint venture agreements (other than any such agreement in respect of any Subsidiary)).

“Loan Documents”: this Agreement, the Security Documents and the Notes.

“Loan Parties”: each Group Member that is a party to a Loan Document.

“Management Fees”: amounts payable to the Sponsor pursuant to the Management Agreement dated as of April 20, 2007 by and between Coach America Group Holdings, L.P., a Delaware limited partnership, Coach Am Group Holdings Corp., a Delaware corporation, Holdings, the Borrower and the Sponsor, as amended with the consent of the Administrative Agent.

“Material Adverse Effect”: any event, development or circumstance that has or would reasonably be expected to have a material adverse effect on (a) the business, assets, property, condition (financial or otherwise), or results of operations of the Borrower and its Subsidiaries, taken as a whole, other than as a result of (i) the Cases or the circumstances or events leading up thereto or (ii) the Effect of Bankruptcy, (b) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights or remedies of the Agents or the Lenders hereunder or thereunder or (c) the validity, perfection or priority of the Collateral Agent’s Liens upon the Collateral.

“Material Contract” means any agreement to which any Loan Party is a party, the termination of which could reasonably be expected to have a Material Adverse Effect.

“Materials of Environmental Concern”: any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including asbestos, polychlorinated biphenyls and urea-formaldehyde insulation.

“Moody’s”: as defined in the definition of Cash Equivalents.

“Mortgaged Properties”: the real properties as to which the Collateral Agent for the benefit of the Secured Parties shall be granted a Lien pursuant to the Mortgages or the Orders.

“Mortgages”: each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, in form and substance reasonably satisfactory to the Administrative Agent.

“Multiemployer Plan”: a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds”: (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment

receivable or by the Disposition of any non-cash consideration received in connection therewith or otherwise, but only as and when received) of such Asset Sale or Recovery Event, net of any bona fide costs or expenses incurred in connection with such Asset Sale or Recovery Event, including without limitation, attorneys' fees, accountants' fees, investment banking fees, amounts required to be applied to the repayment of Indebtedness (including premium or penalty, if any, and accrued and unpaid interest thereon) secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to (x) a Security Document or (b) the Security Documents (as defined in each Prepetition Credit Agreement)) and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (b) in connection with any issuance or sale of Capital Stock, any capital contribution or any incurrence of Indebtedness, the cash proceeds received from such issuance, contribution or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“Non-Consenting Lender”: as defined in Section 11.1.

“Non-Excluded Taxes”: as defined in Section 4.10(a).

“Non-U.S. Lender”: as defined in Section 4.10(d).

“Notes”: the collective reference to any promissory note evidencing any of the Revolving Loans.

“Obligations”: as defined in the Guarantee and Collateral Agreement.

“Orders”: collectively, the Interim Order and the Final Order.

“Other Taxes”: any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, but excluding any such amounts imposed upon a voluntary sale, assignment or other transfer after the date hereof. For avoidance of doubt, “Other Taxes” shall not include any “Excluded Taxes”.

“Participant”: as defined in Section 11.6(c).

“Participant Register”: as defined in Section 11.6(c).

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

“Permitted Investors”: the collective reference to the Sponsor and its Control Investment Affiliates.

“Permitted Liens”: Liens permitted under Sections 8.3.

“Person”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Petition Date” has the meaning set forth in the Introductory Statements.

“Plan”: any employee benefit plan that is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity at the relevant time is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA and in respect of which the Borrower has or could reasonably expected to have any liability.

“Postpetition”: with respect to any agreement or instrument, any claim or proceeding or any other matter, any agreement or instrument that was entered into or became effective, any claim or proceeding that first arose or was first instituted, or any other matter that first occurred, on or after the Petition Date.

“Prepetition”: with respect to any agreement or instrument, any claim or proceeding or any other matter, any agreement or instrument that was entered into or became effective, any claim or proceeding that first arose or was first instituted, or any other matter that first occurred, prior to the Petition Date.

“Prepetition Credit Agreements”: collectively, the Prepetition First Lien Credit Agreement and the Prepetition Second Lien Credit Agreement.

“Prepetition First Lien Credit Agreement”: the Amended and Restated Credit Agreement, dated as of April 20, 2007, as amended and restated as of February 18, 2011, among Holdings, the Borrower, the lenders from time to time party thereto and JPMorgan Chase, as administrative agent.

“Prepetition First Lien Lenders”: the Lenders under the Prepetition First Lien Credit Agreement.

“Prepetition Guarantors”: Holdings and the Subsidiaries of the Borrower that provided guarantees of the Borrower’s obligations under the Prepetition Credit Agreements.

“Prepetition Indebtedness”: collectively, the Indebtedness and other obligations incurred by the Borrower and the Prepetition Guarantors under the Prepetition Credit Agreements.

“Prepetition Intercreditor Agreement”: the Amended and Restated Intercreditor Agreement, dated as of April 20, 2007, as amended and restated as of February 18, 2011, among JPMorgan Chase, as collateral agent under the Prepetition First Lien Credit Agreement, the Prepetition Second Lien Collateral Agent, Holdings and the Borrower.

“Prepetition Payment”: a payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of any Prepetition indebtedness or trade payables (including, without limitation, in respect of reclamation claims) or other Prepetition claims against the Loan Parties.

“Prepetition Rate Cap” means that certain outstanding prepaid interest rate cap between the Borrower and Wells Fargo Bank, N.A. maturing on June 25, 2012.

“Prepetition Second Lien Collateral Agent”: The Bank of New York Mellon, as successor agent to Bear Stearns Corporate Lending, Inc., in its capacity as collateral agent for the secured creditors under the Prepetition Second Lien Credit Agreement.

“Prepetition Second Lien Credit Agreement”: the Amended and Restated Second Lien Credit Agreement, dated as of April 20, 2007, as amended and restated as of February 18, 2011, among

Holdings, the Borrower, The Bank of New York Mellon, as successor agent to Bear Stearns Corporate Lending, Inc., as administrative agent, the Prepetition Second Lien Collateral Agent and the other agents and lenders party thereto.

“Prime Rate”: as defined in the definition of Base Rate.

“Primed Prepetition First Liens”: has the meaning set forth in Section 3.10(c)

“Primed Prepetition Second Liens”: has the meaning set forth in Section 3.10(d).

“Professional Fees”: as defined in the definition of Carve Out.

“Projections”: as defined in Section 7.18(a).

“Properties”: as defined in Section 5.17(a).

“Property”: any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

“Qualified Reorganization Plan” means a Reorganization Plan that has the written support of the Administrative Agent, the Required Lenders and the Required First Lien Prepetition Lender Group.

“Recovery Event”: any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Group Member.

“Reference Bank”: JPMorgan Chase or its successor.

“Register”: as defined in Section 11.6(b).

“Regulation U”: Regulation U of the Board as in effect from time to time.

“Reorganization”: with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

“Reorganization Plan”: a Chapter 11 plan or plans filed in any of the Cases.

“Reportable Event”: any of the events set forth in Section 4043 of ERISA, other than those events as to which the thirty day notice period is waived.

“Required Lenders”: at any time, the holders of more than 50% of the Total Revolving Commitments then in effect, or, if the Revolving Commitments have been terminated, more than 50% of the Total Revolving Extensions of Credit then outstanding.

“Required Prepetition First Lien Lender Group”: the Administrative Agent and the Required Lenders under the Prepetition First Lien Credit Agreement.

“Requirement of Law”: as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer”: as to any Person, the chief executive officer, president or chief financial officer or chief restructuring officer of such Person, but in any event, with respect to financial matters, the chief financial officer or the chief restructuring officer of the Borrower. Unless otherwise qualified, all references to a “Responsible Officer” shall refer to a Responsible Officer of the Borrower.

“Restricted Cash”: as defined under GAAP.

“Restricted Payments”: as defined in Section 8.6.

“Revolving Commitment”: as to any Lender, the obligation of such Lender, if any, to make Revolving Loans in an aggregate principal amount not to exceed the amount set forth under the heading “Revolving Commitment” under such Lender’s name on Schedule 1.1 or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The aggregate principal amount of the Total Revolving Commitments is \$30,000,000.

“Revolving Commitment Fee Rate”: 1.00% per annum.

“Revolving Commitment Period”: the period from and including the Effective Date to the Revolving Termination Date.

“Revolving Extensions of Credit”: as to any Lender at any time, an amount equal to the aggregate principal amount of all Revolving Loans held by such Lender then outstanding.

“Revolving Loan”: as defined in Section 3.1.

“Revolving Percentage”: as to any Lender at any time, the percentage which such Lender’s Revolving Commitment then constitutes of the Total Revolving Commitments (or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender’s Revolving Loans then outstanding constitutes of the aggregate principal amount of the Revolving Loans then outstanding).

“Revolving Termination Date”: the earliest to occur of (a) September [___], 2012 (b) the acceleration of the Revolving Loans and the termination of the Revolving Commitments pursuant to Section 9.1, (c) the day that is 30 days after the entry of the Interim Order if the Final Order has not been entered by the Bankruptcy Court prior to the expiration of such 30-day period and (d) the earlier to occur of (i) a sale of all or substantially all of the Borrower’s assets or (ii) the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code, which for purposes hereof shall be no later than the effective date thereof) of one or more Reorganization Plans pursuant to an order entered by the Bankruptcy Court.

“S&P”: as defined in the definition of Cash Equivalents.

“SEC”: the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Secured Parties”: the collective reference to the Lenders and the Agents.

“Security Documents”: the collective reference to the Guarantee and Collateral Agreement, the Mortgages and all other security documents (including account control agreements)

delivered on or after the Effective Date to the Administrative Agent or Collateral Agent granting a Lien on any property of any Person to secure the Obligations.

“Single Employer Plan”: any Plan that is covered by Title IV of ERISA, but that is not a Multiemployer Plan.

“Sponsor”: Fenway Partners, LLC.

“Subsidiary”: as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

“Subsidiary Guarantor”: each Subsidiary of the Borrower that is a party to the Guarantee and Collateral Agreement.

“Superpriority Claim”: a claim against any Loan Party in any of the Cases which is an administrative expense claim having priority over any or all administrative expenses of the kind specified in Sections 503(b) or 507(b) of the Bankruptcy Code and over any and all administrative expenses or other claims arising under Sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject only to and effective upon entry of the Final Order), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall be payable from and have recourse to all Prepetition and Postpetition property of the Loan Parties and all proceeds thereof, subject only to the payment of the Carve Out to the extent specifically provided for in the Interim Order (or the Final Order, when applicable).

“Total Revolving Commitments”: at any time, the aggregate amount of the Revolving Commitments then in effect.

“Total Revolving Extensions of Credit”: at any time, the aggregate amount of the Revolving Extensions of Credit of the Lenders outstanding at such time.

“Transactions”: the entering into the Loan Documents on the Effective Date, and the payment of related premiums, fees and expenses.

“Transferee”: any Assignee or Participant.

“Type”: as to any Revolving Loan, its nature as a Base Rate Loan or a Eurodollar Loan.

“United States”: the United States of America.

“U.S. Lender”: as defined in Section 4.10(f).

“U.S. Trustee”: the Office of the United States Trustee.

“Wholly Owned Subsidiary”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

“Wholly Owned Subsidiary Guarantor”: any Subsidiary Guarantor that is a Wholly Owned Subsidiary of the Borrower.

“WFB Concentration Account”: the blocked concentration account of CUSA, LLC held at Wells Fargo Bank, N.A. with account number 4030004865.

1.2. Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Group Member not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (iii) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (iv) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, and (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time (subject to any applicable restrictions hereunder).

(c) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

(f) *[Reserved]*

(g) Except as provided in Section 11.14(a)(ii) or the Security Documents, any reference in any of the Loan Documents to a Lien being permitted is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Loan Documents to any Lien permitted hereby.

SECTION 2. *[Reserved]*

SECTION 3. AMOUNT AND TERMS OF REVOLVING COMMITMENTS

3.1. Revolving Commitments.

(a) Subject to the terms and conditions hereof, each Lender severally agrees to make revolving loans ("Revolving Loans") to the Borrower from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which does not exceed the amount of such Lender's Revolving Commitment. During the Revolving Commitment Period, the Borrower may use the Revolving Commitments by borrowing, prepaying and reborrowing the Revolving Loans in whole or in part, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurodollar Loans or Base Rate Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 3.2 and 4.3.

(b) The Borrower shall repay all outstanding Revolving Loans on the Revolving Termination Date.

3.2. Procedure for Revolving Loans Borrowing. The Borrower may borrow under the Revolving Commitments during the Revolving Commitment Period on any Business Day, provided that the Borrower shall deliver to the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 12:30 P.M., New York City time, (a) three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, or (b) one Business Day prior to the requested Borrowing Date, in the case of Base Rate Loans), specifying (i) the amount and Type of Revolving Loans to be borrowed and (ii) the requested Borrowing Date. Each borrowing under the Revolving Commitments shall be in an amount equal to (x) in the case of Base Rate Loans, \$500,000 or a whole multiple of \$100,000 in excess thereof (or, if the then aggregate Available Revolving Commitments are less than \$500,000, such lesser amount) and (y) in the case of Eurodollar Loans, \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each Lender thereof. Each Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower at the Funding Office prior to 1:00 P.M., New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent.

3.3. *[Reserved]*.

3.4. *[Reserved]*.

3.5. Commitment Fees, etc.

(a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a non-refundable commitment fee for the period from and including the Effective Date to the last day of the Revolving Commitment Period, computed at the Revolving Commitment Fee Rate on the

average daily amount of the Available Revolving Commitment of such Lender for the period for which payment is made, payable monthly in arrears on the last day of each calendar month and on the Revolving Termination Date, commencing on the first of such dates to occur after the Effective Date.

(b) The Borrower agrees to pay to the Agents all fees in the amounts and on the dates previously agreed to by Holdings or Borrower in, and to pay and perform all other obligations of Holdings or the Borrower under, any commitment letter for the financing contemplated hereby or any fee letter relating thereto.

3.6. Termination or Reduction of Commitments.

The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; in each case without any premium or penalty, provided that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans made on the effective date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Commitments. Any such reduction shall be in an amount equal to \$1,000,000, or a whole multiple of \$500,000 in excess thereof, and shall reduce permanently the Revolving Commitments then in effect.

3.7. *[Reserved]*

3.8. *[Reserved]*

3.9. Use of Proceeds. Proceeds of the Revolving Loans shall be used solely for the financing of the Loan Parties Postpetition working capital and general corporate purposes and the administration of the Cases, and such Prepetition expenses as are approved by the Bankruptcy Court, in each case as more fully set out and paid in accordance with the Approved Budget.

3.10. Priority and Liens. Each of the Borrower and Holdings hereby covenant, represent and warrant that, upon entry of the Interim Order (and the Final Order, as applicable), the Obligations of the Loan Parties:

(a) pursuant to Section 364(c)(1) of the Bankruptcy Code, shall at all times constitute joint and several Superpriority Claims in the Cases;

(b) pursuant to Section 364(c)(2) of the Bankruptcy Code, shall at all times be secured by a perfected first priority Lien on all real, personal, tangible and intangible property of the Loan Parties' respective estates in the Cases (including, without limitation, all of the outstanding shares of Capital Stock of the Subsidiaries of the Borrower and the Guarantors that is not subject to valid, perfected and non-avoidable Liens as of the Petition Date (other than Avoidance Actions and, prior to entry of the Final Order, the proceeds of Avoidance Actions); *provided* that notwithstanding such exclusion of Avoidance Actions, the proceeds of such actions (including, without limitation, assets as to which Liens are avoided) shall, after entry of the Final Order, be subject to such Liens under Section 364(c)(2) of the Bankruptcy Code and available to repay the Revolving Loans and all other Obligations of the Loan Parties);

(c) pursuant to Section 364(d)(1) of the Bankruptcy Code, shall be secured by a valid, binding, continuing, enforceable and fully-perfected first priority senior priming security interest in and senior priming Lien on all of the tangible and intangible property of the Loan Parties that is

subject to existing Liens that presently secure the Borrower's and the Prepetition Guarantors' Prepetition Indebtedness under the Prepetition First Lien Credit Agreement (the "Primed Prepetition First Liens"), which priming lien shall also prime any Liens granted after the commencement of the Cases to provide adequate protection in respect of the Primed Prepetition First Liens but shall not prime any Liens in existence on the Petition Date to which the Primed Prepetition First Liens are subject or become subject subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code;

(d) pursuant to Section 364(d)(1) of the Bankruptcy Code and in accordance with the provisions of the Prepetition Intercreditor Agreement, shall be secured by a valid, binding, continuing, enforceable and fully-perfected first priority senior priming security interest in and senior priming Lien on all of the tangible and intangible property of the Loan Parties that is subject to existing Liens that presently secure the Borrower's and the Prepetition Guarantors' Prepetition Indebtedness under the Prepetition Second Lien Credit Agreement (the "Primed Prepetition Second Liens"), which priming lien shall also prime any Liens granted after the commencement of the Cases to provide adequate protection in respect of the Primed Prepetition Second Liens;

(e) pursuant to Section 364(c)(3) of the Bankruptcy Code, shall be secured by a perfected junior Lien upon all real, personal, tangible and intangible property of the Loan Parties' respective estates in the Cases that is subject to (i) valid, perfected and non-avoidable Liens in existence on the Petition Date or (ii) valid and non-avoidable Liens in existence on the Petition Date that are perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code;

subject in the case of each of the preceding paragraphs, only to the Carve Out, and, in each case, as set forth in the Orders, and provided further in the case of subclause (d) above, the Primed Prepetition Second Liens shall also be subject and subordinate to the Primed Prepetition First Liens.

3.11. Payment Obligations

Subject to the provisions of Section 9.1, upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents of the Borrower and the Guarantors, the Lenders shall be entitled to immediate payment of such Obligations without further application to or order of the Bankruptcy Court.

3.12. No Discharge; Survival of Claims.

Each of the Borrower and Holdings agrees that (a) its obligations hereunder and under the other Loan Documents shall not be discharged by the entry of an order confirming a Reorganization Plan (and each of the Borrower and the Guarantors, pursuant to Section 1141(d)(4) of the Bankruptcy Code, hereby waives any such discharge) and (b) the Superpriority Claim granted to the Administrative Agent and the Collateral Agent and the Lenders pursuant to the Orders and described in Section 3.10(a) and the Liens granted to the Administrative Agent and the Collateral Agent pursuant to the Orders and described in Sections 3.10(b), (c), (d) and (e) shall not be affected in any manner by the entry of any order (i) converting any of the Cases to a case under Chapter 7 of the Bankruptcy Code, dismissing any of the Cases, terminating the joint administration of the Cases or by any other act or omission, (ii) approving the sale of any Collateral pursuant to Section 363(b) of the Bankruptcy Code (except as expressly permitted under the Loan Documents) or (iii) confirming a Reorganization Plan.

3.13. Use of Cash Collateral

Notwithstanding anything to the contrary contained herein, the Borrower shall not be permitted to request a Borrowing under Section 3.2 unless the Bankruptcy Court shall have entered the

Interim Order and shall at that time have granted to the Borrower use of all cash collateral, subject to the Orders, for the purposes described in Section 3.9.

SECTION 4. GENERAL PROVISIONS APPLICABLE TO LOANS

4.1. Optional Prepayments. The Borrower may at any time and from time to time prepay the Revolving Loans, in whole or in part, without premium or penalty, upon irrevocable notice delivered to the Administrative Agent no later than 12:30 P.M., New York City time, three Business Days prior thereto, in the case of Eurodollar Loans, and no later than 12:30 P.M., New York City time, one Business Day prior thereto, in the case of Base Rate Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurodollar Loans or Base Rate Loans; provided, that if a Eurodollar Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 4.11. Upon receipt of any such notice, the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of Revolving Loans shall be permitted in any aggregate principal amount.

4.2. Mandatory Prepayments and Commitment Reductions.

(a) *[Reserved]*

(b) If any Indebtedness shall be issued or incurred by any Group Member (other than with respect to Indebtedness permitted to be incurred pursuant to Section 8.2), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied on the date of such issuance or incurrence toward the prepayment of the Revolving Loans.

(c) If on any date any Group Member shall receive Net Cash Proceeds from any Asset Sale or Recovery Event then, such Net Cash Proceeds shall be applied on such date, toward the prepayment of the Revolving Loans.

(d) *[Reserved]*

(e) If for any reason the Total Revolving Extensions of Credit exceed the amount of the Total Revolving Commitments then in effect, the Borrower shall promptly prepay or cause to be promptly prepaid the Revolving Loans in an amount equal to such excess.

(f) *[Reserved]*

(g) If, at the close of business on the Business Day preceding the date on which any Approved Budget (other than the Initial Approved Budget) is delivered pursuant to Section 7.1(f) (each such date of delivery, a “Delivery Date” and each such preceding Business Day, a “Determination Date”), the Available Cash Amount in respect of such Determination Date exceeds \$5,000,000 (any such excess on any day, the “Excess Amount”), the Borrower shall, on the related Delivery Date, prepay any Revolving Loans then outstanding in an amount equal to the Excess Amount.

(h) *[Reserved]*

(i) Each prepayment of the Revolving Loans under this Section 4.2 shall be (x) applied, first, to Base Rate Loans and, second, to Eurodollar Loans and (y) accompanied by accrued interest to the date of such prepayment on the amount prepaid.

4.3. Conversion and Continuation Options

(a) The Borrower may elect from time to time to convert Eurodollar Loans to Base Rate Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:30 P.M., New York City time, on the Business Day preceding the proposed conversion date, provided that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert Base Rate Loans to Eurodollar Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:30 P.M., New York City time, on the third Business Day preceding the proposed conversion date, provided that no Base Rate Loan may be converted into a Eurodollar Loan when any Event of Default has occurred and is continuing.

(b) Any Eurodollar Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, provided that no Eurodollar Loan may be continued as such when any Event of Default has occurred and is continuing. If the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Revolving Loans shall be automatically converted to Base Rate Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice, the Administrative Agent shall promptly notify each relevant Lender thereof.

4.4. Limitations on Interest Periods

Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans hereunder shall be in such amounts so that, (a) after giving effect thereto, the aggregate principal amount of the Eurodollar Loans subject to any Interest Period shall be equal to \$1,000,000 or a whole multiple of \$500,000 in excess thereof and (b) no more than five Interest Periods shall be outstanding at any one time.

4.5. Interest Rates, Default Rate and Payment Dates.

(a) Subject to the provisions of subsection (b) below, (i) each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin; and (ii) each Base Rate Loan shall bear interest at a rate per annum equal to the Base Rate plus the Applicable Margin.

(b) While any Event of Default set forth in Section 9.1 has occurred and is continuing, the Borrower shall pay interest on the principal amount of all of its outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to (a) the Base Rate plus (b) the Applicable Margin applicable to Base Rate Loans plus (c) 2.00% per annum in cash; provided that with respect to a Eurodollar Rate Loan, such interest rate shall be equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2.00% per annum in cash, in each case, to the fullest extent permitted by applicable laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Revolving Loan shall be payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein, provided that interest accruing pursuant to paragraph (b) shall be payable from time to time on demand.

4.6. Computation of Interest and Fees.

(a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to Base Rate Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the Base Rate or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 4.5(a)(i).

4.7. Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Required Lenders that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Revolving Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans requested to be made on the first day of such Interest Period shall be made as Base Rate Loans, (y) any Revolving Loans that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as Base Rate Loans, and (z) any outstanding Eurodollar Loans shall be converted, on the last day of the then-current Interest Period, to Base Rate Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans shall be made or continued as such, nor shall the Borrower have the right to convert Revolving Loans to Eurodollar Loans.

4.8. Pro Rata Treatment and Payments.

(a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Revolving Commitments of the Lenders shall be made pro rata according to their respective Revolving Percentages.

(b) Each payment (including each prepayment) by the Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Lenders.

(c) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 2:00 P.M., New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(d) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to the greater of (i) the Federal Funds Effective Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to Base Rate Loans, on demand, from the Borrower.

(e) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

4.9. Requirements of Law.

(a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether

or not having the force of law) from any central bank or other Governmental Authority made subsequent to the Effective Date:

(i) shall subject any Lender to any tax of any kind whatsoever with respect to this Agreement or any Eurodollar Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Non-Excluded Taxes including Other Taxes covered by Section 4.10 and the imposition of, or changes in the rate of, tax on the overall net income of such Lender or any other Excluded Tax);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate hereunder; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this Section, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the Effective Date shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section, the Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than six months prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, then such six-month period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Revolving Loans and all other amounts payable hereunder.

(d) Notwithstanding anything herein to the contrary, the Dodd-Frank Wall Street Reform and Consumer Protection Act, and all requests, rules, guidelines or directives thereunder or

issued in connection therewith, are deemed to have been introduced or adopted after the Effective Date, regardless of the date enacted, adopted or issued.

4.10. Taxes.

(a) Except as required by applicable law, all payments made under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority. If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings or Other Taxes other than Excluded Taxes (“Non-Excluded Taxes”) are required to be withheld from any amounts payable to any Agent or any Lender hereunder, the amounts payable by the Borrower shall be increased to the extent necessary to yield to such Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement. In addition, the Loan Parties shall jointly and severally indemnify each Agent and Lender, within 10 days after demand therefor, for the full amount of any Non-Excluded Taxes or Other Taxes (including Non-Excluded Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Agent or Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Non-Excluded Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A reasonably detailed certificate setting forth the amount of such payment or liability, the basis thereof and the calculation of such amount delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. Notwithstanding the foregoing, the Borrower shall not be required to increase any amounts or indemnify any Lender with respect to any Non-Excluded Taxes (and such amounts and items shall be treated as Excluded Taxes) (i) that are attributable to any Lender’s failure to comply with the requirements of paragraph (d), (e) or (f) of this Section 4.10 or (ii) that are United States withholding taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement or designates a new lending office, except to the extent that such Lender or Lender’s assignor (if any) was entitled, at the time of such designation or assignment, as the case may be, to receive additional amounts from the Borrower with respect to such Non-Excluded Taxes pursuant to this paragraph.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Agent or Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof. If the Borrower fails to pay any Non-Excluded Taxes or Other Taxes when due to the appropriate taxing authority or fails to remit to the Administrative Agent the required receipts or other required documentary evidence, the Borrower shall indemnify the Agents and the Lenders for any incremental taxes, interest or penalties that may become payable by any Agent or any Lender as a result of any such failure.

(d) Each Lender (or Transferee) that is not a “U.S. Person” as defined in Section 7701(a)(30) of the Code (a “Non-U.S. Lender”) shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two copies of either U.S. Internal Revenue Service Form W-8BEN, Form W-8ECI or Form W-8IMY (with any required attachments), or, in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments

of “portfolio interest”, a statement substantially in the form of Exhibit D and a Form W-8BEN, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on all payments under this Agreement and the other Loan Documents. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. Each Non-U.S. Lender shall promptly notify the Borrower at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver.

(e) A Lender that is entitled to an exemption from or reduction of non-U.S. withholding tax under the law of the jurisdiction in which the Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law and reasonably requested in writing by the Borrower, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate, provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender’s judgment such completion, execution or submission would not materially prejudice the legal position of such Lender.

(f) Each Lender (or Transferee) that is a “United States person” within the meaning of Section 7701(a)(30) of the Code (each, a “U.S. Lender”), shall deliver to the Administrative Agent and the Borrower two duly signed, properly completed copies of IRS Form W-9 on or prior to the date it becomes a party to this Agreement and subsequently as reasonably requested by the Borrower, certifying that such U.S. Lender is entitled to an exemption from United States backup withholding tax, or any successor form.

(g) The agreements in this Section shall survive the termination of this Agreement and the payment of the Revolving Loans and all other amounts payable hereunder.

4.11. Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from Eurodollar Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement, or (c) the making of a prepayment of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Revolving Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurodollar market. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in

the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Revolving Loans and all other amounts payable hereunder.

4.12. Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 4.9 or 4.10(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Revolving Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 4.9 or 4.10(a).

4.13. Replacement of Lenders under Certain Circumstances. The Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 4.9 or 4.10(a), or (b) defaults in its obligation to make Revolving Loans hereunder, with a replacement financial institution; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) no Event of Default shall have occurred and be continuing at the time of such replacement, (iii) prior to any such replacement, such Lender shall have taken no action under Section 4.12 so as to eliminate the continued need for payment of amounts owing pursuant to Section 4.9 or 4.10(a), (iv) the replacement financial institution shall purchase, at par, all Revolving Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (v) the Borrower shall be liable to such replaced Lender under Section 4.11 if any Eurodollar Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (vi) the replacement financial institution, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent, (vii) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 11.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein), (viii) until such time as such replacement shall be consummated, the Borrower shall pay all additional amounts (if any) required pursuant to Section 4.9 or 4.10(a), as the case may be, and (ix) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

4.14. Evidence of Debt Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing indebtedness of the Borrower to such Lender resulting from each Revolving Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) The Administrative Agent, on behalf of the Borrower, shall maintain the Register pursuant to Section 11.6(b), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Revolving Loan made hereunder and any Note evidencing such Revolving Loan, the Type of such Revolving Loan and each Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) both the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 4.14(a) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable

interest) the Revolving Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

(d) The Borrower agrees that, upon the request to the Administrative Agent by any Lender, the Borrower will execute and deliver to such Lender a promissory note of the Borrower evidencing any Revolving Loans of such Lender substantially in the form of Exhibit E, with appropriate insertions as to date and principal amount.

4.15. Illegality

Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Eurodollar Loans as contemplated by this Agreement, (i) the commitment of such Lender hereunder to make Eurodollar Loans, continue Eurodollar Loans as such and convert Base Rate Loans to Eurodollar Loans shall forthwith be canceled and (ii) such Lender's Loans then outstanding as Eurodollar Loans, if any, shall be converted automatically to Base Rate Loans on the respective last days of the then current Interest Periods with respect to such Revolving Loans or within such earlier period as required by law. If any such conversion of a Eurodollar Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 4.11.

4.16. Currency Indemnity. If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which the Administrative Agent is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in New York, New York. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by the Administrative Agent of the amount due, the Borrower will, on the date of receipt by the Administrative Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Administrative Agent on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Administrative Agent is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the Administrative Agent is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower shall indemnify and hold the Administrative Agent and the Lenders harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Administrative Agent from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

SECTION 5. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Revolving Loans, Holdings and the Borrower hereby jointly and severally represent and warrant to each Agent and each Lender that:

5.1. Financial Condition The Borrower has furnished to the Lenders (a) the audited consolidated balance sheets of the Borrower and its Subsidiaries as at December 31, 2010, December 31, 2009 and December 31, 2008 and the related consolidated statements of income and of cash flows for the fiscal years ended on such dates, together with unqualified reports from PricewaterhouseCoopers for the fiscal years ended December 31, 2010 and December 31, 2009 and from Ernst & Young for the fiscal year ended December 31, 2008 and (b) the unaudited consolidated balance sheets of the Borrower and its Subsidiaries and the related consolidated statements of income and cash flows for the fiscal quarters ended March 30, 2011, June 30, 2011 and September 30, 2011.

(b) The foregoing financial statements and all financial statements delivered to the Lenders pursuant to Section 7.1 present fairly in all material respects the consolidated financial condition of the Borrower and its Subsidiaries as at the applicable date thereof and the consolidated results of its operations and its consolidated cash flows for the period specified therein then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments and the absence of footnote disclosure).

(c) The financial statements referred to in Sections 5.1(a) and 5.1(b), including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein).

(d) As of the Effective Date, no Group Member has any Indebtedness or other contingent liabilities and liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives (other than (i) the Obligations, (ii) liabilities incurred in the ordinary course of business and (iii) liabilities reflected on the balance sheet as of December 31, 2010), that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(e) As of the Effective Date, no Group Member has any preferred capital stock outstanding.

5.2. No Change Except as disclosed in writing by the Loan Parties to the Administrative Agent and the Lenders prior to the Effective Date, there has been no event, development or circumstance since December 31, 2010, that has had or would reasonably be expected to have a Material Adverse Effect.

5.3. Corporate Existence; Compliance with Law. Each Group Member (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) subject to the entry by the Bankruptcy Court of the Interim Order (or the Final Order, as applicable), has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law except in each case to the extent that the failure to be in good standing, be so qualified or comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.4. Power; Authorization; Enforceable Obligations. Subject to the entry by the Bankruptcy Court of the Interim Order (or the Final Order, as applicable), each Loan Party has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain Revolving Loans hereunder.

Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement and such transactions are within the respective powers of each of the Loan Parties. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the Transaction and the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except (i) the entry of the Orders and (ii) consents, authorizations, filings and notices, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect and (iii) the filings referred to in Section 5.19. Upon the entry by the Bankruptcy Court of the Interim Order (or the Final Order, when applicable), each Loan Document will have been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms and the Orders.

5.5. No Legal Bar. Subject to the entry of the Interim Order (or the Final Order, when applicable), the execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not (a) violate any Requirement of Law, (b) violate any Contractual Obligation of any Group Member entered into or assumed after the Petition Date or (c) result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents, Liens permitted under Section 8.3(j) and Liens created by the Orders). No Requirement of Law or Contractual Obligation applicable to the Borrower or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.

5.6. Litigation. There is no unstayed litigation, investigation or proceeding of or before any arbitrator or Governmental Authority pending or, to the knowledge of Holdings or the Borrower, threatened by or against any Group Member or against any of their respective properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby (other than pleadings that may have been filed in the Cases with respect to the Loan Parties seeking authorization to enter into the Loan Documents and incur the Obligations under this Agreement) or (b) that could reasonably be expected to have a Material Adverse Effect.

5.7. No Default. No Group Member is in default under or with respect to any of its Contractual Obligations in any respect that could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

5.8. Ownership of Property; Liens. Each Group Member has title in fee simple to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its other property, and none of such property is subject to any Lien except as permitted by Section 8.3.

5.9. Intellectual Property. Except in each case that could not reasonably be expected to have a Material Adverse Effect: (a) each Group Member owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted; (b) no claim has been asserted and is pending by any Person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor does Holdings or the Borrower know of any valid basis for any such claim; and (c) the use of Intellectual Property by each Group Member does not infringe on the rights of any Person.

5.10. Taxes. Each Group Member has filed or caused to be filed all Federal, and material state, provincial and other material tax returns that are required to be filed and has paid all material taxes shown to be due and payable on said returns or on any assessments made against it or any of its property and all other material taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of Holdings, the Borrower or its Subsidiaries, as the case may be); no material tax Lien has been filed, and, to the knowledge of Holdings and the Borrower, no claim is being asserted, with respect to any such tax, fee or other charge.

5.11. Federal Regulations. No part of the proceeds of any Revolving Loans, and no other extensions of credit hereunder, will be used for “buying” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the Regulations of the Board. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.

5.12. Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Group Member pending or, to the knowledge of Holdings or the Borrower, threatened; (b) hours worked by and payment made to employees of each Group Member have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from any Group Member on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant Group Member.

5.13. ERISA. Neither a Reportable Event nor an “accumulated funding deficiency” (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Single Employer Plan. Except as would not reasonably be expected to cause a Material Adverse Effect, (i) each Plan has complied in all material respects with the applicable provisions of ERISA and the Code, (ii) no termination of a Single Employer Plan has occurred, and (iii) no Lien in favor of the PBGC or a Plan has arisen, during such five-year period. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by a material amount. Except as would not reasonably be expected to cause a Material Adverse Effect, (i) neither the Borrower nor any Commonly Controlled Entity has had or is reasonably expected to have a complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in any liability under ERISA and (ii) neither the Borrower nor any Commonly Controlled Entity has received or reasonably expects to receive notice from any Multiemployer Plan that is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA. The Borrower and each Commonly Controlled Entity have complied in all material respects with the requirements of Section 515 of ERISA with respect to each Multiemployer Plan and are not in material “default” (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan.

5.14. Investment Company Act; Other Regulations. No Loan Party is an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended. No Loan Party is subject to regulation under any Requirement of Law (other than Regulation X of the Board) that limits its ability to incur Indebtedness.

5.15. Subsidiaries.

(a) As of the Effective Date, (a) Schedule 5.15 sets forth the name and jurisdiction of incorporation of each Subsidiary and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party and (b) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any Subsidiary, except as created by the Loan Documents.

(b) None of the Subsidiaries of Holdings is a Foreign Subsidiary.

(c) Each Subsidiary of the Borrower is a Subsidiary Guarantor.

5.16. Use of Proceeds. Proceeds of the Revolving Loans shall be used solely for the purposes set forth in Section 3.9.

5.17. Environmental Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties owned, leased or operated by any Group Member (the "Properties") do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could give rise to liability under, any Environmental Law;

(b) no Group Member has received or is aware of any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by any Group Member (the "Business"), nor does Holdings or the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened;

(c) Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location that could give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that could give rise to liability under, any applicable Environmental Law;

(d) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of Holdings and the Borrower, threatened, under any Environmental Law to which any Group Member is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business;

(e) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Group Member in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that could give rise to liability under Environmental Laws;

(f) the Properties and all operations at the Properties are in compliance, and have in the last five years been in compliance, with all applicable Environmental Laws, and there is no

contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the Business; and

(g) no Group Member has assumed any liability of any other Person under Environmental Laws.

5.18. Accuracy of Information, etc. No statement or information contained in this Agreement, any other Loan Document or any other document, certificate or statement furnished by or on behalf of any Loan Party to the Administrative Agent, the Lenders or the Bankruptcy Court, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, when taken as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not materially misleading; provided that, with respect to the projections and pro forma financial information contained in the materials referenced above, the Borrower represents only that such projections and pro forma financial information was prepared in good faith based on estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount.

5.19. Security Documents.

(a) The Interim Order (or the Final Order, when applicable) is effective to create in favor of the Administrative Agent and Collateral Agent for the benefit of the Secured Parties, a legal, valid and enforceable security interest in and Lien on the Collateral and upon entry of, and subject to the terms of the Interim Order (or the Final Order, when applicable), the Lien created by the applicable Order shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral, subject to no Liens other than Liens contemplated by the Orders.

(b) In addition, the Guarantee and Collateral Agreement and each other Collateral Document when executed and delivered pursuant to Section 6.1 and 7.12 shall, upon entry of, and subject to the terms of the Interim Order (or the Final Order, when applicable), be effective to create in favor of Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable, perfected security interest in and Lien on all of the Loan Parties' right, title and interest in and to the Collateral thereunder, subject to no Liens other than Permitted Liens and Liens contemplated by the Orders.

(c) Schedule 5.19(c) lists, as of the Effective Date, each parcel of owned real property and each leasehold interest in real property located in the United States and held by the Borrower or any of its Subsidiaries.

5.20. Certain Documents. The Borrower has delivered to the Administrative Agent a complete and correct copy of each Prepetition Credit Agreement and all Loan Documents (as defined in each Prepetition Credit Agreement), including any amendments, supplements or modifications with respect to any of the foregoing.

5.21. Anti-Terrorism Laws. No Loan Party and, to the knowledge of each Loan Party, none of its Affiliates is in violation of any material laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

(b) No Loan Party and, to the knowledge of the Loan Parties, no agent of any Loan Party (excluding any Agent or Lender) acting directly at the request of any Loan Party in connection with the Revolving Loans is any of the following (and, in the case of any agent, as of the date such Person is acting at the request of any Loan Party):

(i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; or

(iii) a person that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or any replacement website or other replacement official publication of such list.

5.22. Hedge Agreements.

As of the Effective Date, the Borrower has terminated, liquidated and closed-out all Hedge Agreements to which it or any of its Subsidiaries is a party, other than the Prepetition Rate Cap. No Hedge Agreement with the Borrower or any of its Subsidiaries remains outstanding, other than the Prepetition Rate Cap.

5.23. The Orders

On the date of the making of the initial Revolving Loans hereunder, the Interim Order shall have been entered and shall be in full force and effect and shall not (i) be subject to a stay; (ii) have been vacated or reversed or (iii) have been amended or modified except as agreed in writing by Administrative Agent in its sole discretion. On the date of the making of any Revolving Loan, the Interim Order (or the Final Order, when applicable) shall have been entered and shall be in full force and effect and shall not (i) be subject to a stay; (ii) have been vacated or reversed; or (iii) have been amended or modified except as agreed in writing by Administrative Agent in its sole discretion. Upon the maturity (whether by the acceleration or otherwise) of any of the obligations of the Loan Parties hereunder and under the other Loan Documents, the Lenders shall, subject to the provisions of Section 9.1 and the Orders, be entitled to immediate payment in cash in full of such obligations, and to enforce the remedies provided for hereunder, without further application to or order by the Bankruptcy Court.

SECTION 6. CONDITIONS PRECEDENT

6.1. Conditions to Effective Date. The occurrence of the Effective Date is subject to the satisfaction (or waiver in accordance with Section 11.1), prior to or concurrently with such date, of the following conditions precedent:

(a) Petition Date. The Petition Date shall have occurred on or prior to January [], 2012.

(b) Documents. The Administrative Agent shall have received counterparts of this Agreement and the Guarantee and Collateral Agreement, each duly executed and delivered by each Loan Party party thereto.

(c) Interim Order. Not later than three (3) Business Days following the Petition Date, the Administrative Agent and the Lenders shall have received satisfactory evidence of the entry by the Bankruptcy Court of the Interim Order, which Interim Order shall (i) have been entered on an application or motion by the Borrower that is satisfactory in form and substance to the Administrative Agent, (ii) have been entered on such prior notice to such parties as is satisfactory to the Administrative Agent, (iii) authorize the making of the Revolving Loans in the amounts and on the terms set forth herein, (iv) approve the Loan Documents and grant the Superpriority Claim status and other Collateral and Liens referred to herein, (v) approve the payment by Borrower of all of the fees provided for herein, (vi) grant to the Borrower use of all cash collateral for the purposes described in Section 3.9, (vii) not be subject to a stay, (viii) not have been vacated or reversed and (ix) not have been amended or modified except as otherwise agreed to in writing by the Administrative Agent in its sole discretion.

(d) First Day Orders. All of the First Day Orders shall be reasonably satisfactory in form and substance to the Administrative Agent.

(e) Cash Management Order. A cash management order approving customary cash management arrangements of the Loan Parties consistent with the requirements under the Loan Documents shall have been entered, in form and substance reasonably satisfactory to Administrative Agent and shall be in full force and effect.

(f) Opinions of Counsel. The Agents and the Lenders shall have received the written opinions of (i) Lowenstein Sandler PC, special New York and Delaware counsel to the Loan Parties and (ii) George Hanthorn, Esq., General Counsel of the Loan Parties, in each case dated the date of the Effective Date, and in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(g) Payment of Fees and Expenses. The Agents and the Lenders shall have received all accrued and unpaid fees required to be paid and the Agents, the Lenders and the “Agents” (as defined in the Prepetition First Lien Credit Agreement) shall have received all expenses (including the fees and expenses of Davis Polk & Wardwell LLP, FTI Consulting, Inc. and appropriate local counsel in applicable jurisdictions (limited to one local counsel in each such jurisdiction)) for which invoices have been presented at least one Business Day prior to the Effective Date.

(h) Governmental and Third Party Approvals. All governmental and third party approvals necessary or, in the reasonable discretion of the Administrative Agent, advisable in connection with the financing contemplated hereby and the continuing operations of the Borrower and its Subsidiaries (including any required shareholder approval), shall have been obtained and be in full force and effect.

(i) Chief Restructuring Officer. The Administrative Agent shall have received (i) satisfactory evidence of the continued retention of A&M by the Borrower as an advisor and the appointment of Brian E. Cejka as a chief restructuring officer, which appointment, authority and scope of responsibility shall be reasonably satisfactory to the Required Lenders and (ii) satisfactory evidence that the A&M Engagement Letter has been amended to provide for matters set forth in clause (i) as well as to authorize reasonable access to the Chief Restructuring Officer by the Administrative Agent.

(j) Approved Budget. The Administrative Agent shall have received an Approved Budget and a variance report comparing actual cash receipts and cash disbursements for the period commencing from the delivery of the most recent variance report under Section 7.1(f) of the Prepetition First Lien Credit Agreement.

(k) Account Control Agreements. The Administrative Agent shall have received satisfactory evidence that (i) CUSA, LLC, Wells Fargo Bank, N.A. and the Collateral Agent shall have entered into an account control agreement granting control over the WFB Concentration Account to the Collateral Agent for the benefit of the Secured Parties and (ii) Lakefront Lines, Inc., Fifth Third Bank, N.A. and the Collateral Agent shall have entered into an account control agreement granting control over the Lakefront Account to the Collateral Agent for the benefit of the Secured Parties.

(l) Due Diligence. The Administrative Agent shall have received from the Borrower all information requested in the "Legal Due Diligence Request List" delivered to the Borrower on December 12, 2011.

(m) No Material Adverse Effect. Except as disclosed in writing by the Loan Parties to the Administrative Agent and the Lenders prior to the Effective Date, since December 31, 2010, there shall have been no change, occurrence or development that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(n) No Default. Both immediately prior to and after giving effect to the credit extensions on the Effective Date, no Default or Event of Default shall have occurred and be continuing.

(o) Corporate and Judicial Proceedings. All corporate and judicial proceedings and all instruments and agreements in connection with the Transactions among the Borrower, the Guarantors, the Administrative Agent and the Lenders contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Administrative Agent, and the Administrative Agent shall have received all information and copies of all documents and papers, including records of corporate and judicial proceedings, which the Administrative Agent may have reasonably requested in connection therewith, such documents and papers where appropriate to be certified by proper corporate, governmental or judicial authorities.

(p) Other Documents. The Administrative Agent shall have received for each of the Borrower and the Guarantors:

(i) a copy of such entity's articles or certificate of incorporation or formation, as amended, certified as of a recent date by the Secretary of State of the state of its incorporation or formation;

(ii) a certificate of such Secretary of State, dated as of a recent date, as to the good standing of that entity and as to the charter documents on file in the office of such Secretary of State;

(iii) a certificate of a Responsible Officer of that entity dated as of the Effective Date certifying (a) that attached thereto is a true and complete copy of the by-laws or limited liability company agreement of that entity as in effect on the date of such certification, (b) that attached thereto is a true and complete copy of resolutions adopted by the Board of Directors or managers of that entity authorizing the borrowing of Revolving Loans hereunder, the execution, delivery and performance in accordance with their respective terms of this Agreement, the other Loan Documents and any other documents required or contemplated hereunder or thereunder, (c) that the articles or certificate of incorporation or formation of that entity has not been amended since the date of the last amendment thereto indicated on the certificate of the Secretary of State furnished pursuant to clause (a) above and (d) as to the incumbency and specimen signature of each officer of that entity executing this Agreement and the other Loan Documents or any other document delivered by it in connection herewith or therewith (such

certificate to contain a certification by another officer of that entity as to the incumbency and signature of the officer signing the certificate referred to in this clause (iii));

(iv) UCC, tax and judgment lien searches conducted in the jurisdictions of organization of each of the Borrower and each Guarantor and each jurisdiction in which the Borrower and the Guarantors conduct business as the Administrative Agent may reasonably request and as may be reasonably obtained (dated as of a date reasonably satisfactory to the Administrative Agent) showing the absence of Liens other than Permitted Liens; and

(v) other information required by bank regulatory authorities under applicable “*know-your-customer*” and anti-money laundering rules and regulations, including the U.S.A. Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “Patriot Act”), all in form and substance reasonably acceptable to Administrative Agent

6.2. Conditions to Each Revolving Loan. The agreement of each Lender to make any Revolving Loans requested to be made by it on any date (including the initial Revolving Loans but excluding continuations or conversions of any Revolving Loan) is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date, provided that to the extent such representation and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date.

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Revolving Loans requested to be made on such date.

(c) Commitments. After making the Revolving Loans requested, the Total Revolving Extensions of Credit shall not exceed: (x) the Total Revolving Commitments then in effect, (y) the aggregate amount authorized by the Interim Order (or if applicable, the Final Order), as then in effect or (z) the maximum amount of net borrowings contemplated to be outstanding as reflected in the Approved Budget and other milestones set forth in the Approved Budget.

(d) Officer's Certificate. The Administrative Agent shall have received, together with such request for a Revolving Loan, an officer's certificate executed by a Responsible Officer of the Borrower certifying that the proceeds of such Revolving Loan are to be applied solely to the items in the then applicable Approved Budget.

(e) Final Order. In the case of any borrowing of Revolving Loans to be made on or after the 30th day after the entry of the Interim Order, the Administrative Agent shall have received satisfactory evidence of the entry of the Final Order by the Bankruptcy Court.

(f) The Orders. The Interim Order (or the Final Order, when applicable), shall be in full force and effect, and shall not (i) be subject to a stay, (ii) have been vacated or reversed or (iii) have been amended or modified except as otherwise agreed to in writing by the Administrative Agent in its sole discretion.

(g) Compliance With Orders. The Loan Parties shall be in compliance in all respects with the Interim Order (or the Final Order, when applicable).

(h) Payment of Fees and Expenses. Prior to or concurrently with the borrowing of such Revolving Loans, the Agents and the Lenders shall have received all accrued and unpaid fees required to be paid and all expenses for which invoices have been presented at least one Business Day prior to the request for such Revolving Loan.

Each borrowing by the Borrower hereunder (excluding any conversion or continuation of any Revolving Loan) shall constitute a representation and warranty by the Borrower as of the date of such borrowing that the conditions contained in this Section 6.2 have been satisfied.

SECTION 7. AFFIRMATIVE COVENANTS

Holdings and the Borrower hereby jointly and severally agree that, so long as the Revolving Commitments remain in effect or any Revolving Loan or other amount is owing to any Lender or Agent hereunder, each of Holdings and the Borrower shall and shall cause each of its Subsidiaries to:

7.1. Financial Statements. Furnish to the Administrative Agent and each Lender:

(a) as soon as available, but in any event within 105 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a qualification arising out of the scope of the audit, by PricewaterhouseCoopers or other independent certified public accountants of nationally recognized standing;

(b) as soon as available, but in any event not later than 30 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower (commencing with the fiscal quarter ending March 31, 2012), the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments);

(c) as soon as available, but in any event not later than 30 days after the end of each quarterly period of each fiscal year of the Borrower (commencing with the fiscal quarter ending March 31, 2012), the unaudited consolidating statements of income for the four geographic reporting regions as of the Effective Date (West, South East, South Central and Atlantic), the "Crew Transport Division" and the "Corporate Division" for such quarter and the portion of the fiscal year through the end of such quarter, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments); provided that in no event shall the Borrower be obligated to provide the corresponding figures for the previous year in comparative form in connection with the delivery of the statements set forth in this clause;

(d) as soon as available, but in any event within 30 days after the end of each quarterly period of each fiscal year of the Borrower (commencing with the fiscal quarter ending March 31, 2012), information on quarterly operating lease expense and outstanding operating leases, including the quarterly payment schedule and scheduled residual buyout payments of such operating leases;

(e) as soon as available, but in any event not later than 30 days after the end of each month occurring during each fiscal year of the Borrower (other than the third, sixth and ninth such month) (commencing with the month ending January 31, 2012), the unaudited consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such month and the related unaudited consolidated statements of income and of cash flows for such month and the portion of the fiscal year through the end of such month, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments and, for the avoidance of doubt, in the case of financial statements provided for December of any fiscal year, subject to on-going audit adjustments);

(f) on the Effective Date and no later than two Business Days after the end of each week (ending on each Sunday) thereafter, (i) a rolling 13-week cash flow forecast of cash receipts and cash disbursements for the Borrower and its Subsidiaries for the immediately following consecutive 13 weeks, set forth on a weekly basis, which forecast shall be (x) substantially in the form of Exhibit G and (y) in all respects satisfactory to (i) the Required Lenders in the case of the forecast delivered on the Effective Date and (ii) the Administrative Agent in the case of all forecasts delivered subsequent to the Effective Date, which forecast shall expressly permit the payment of reasonable and customary fees of the non-executive directors of the Borrower (which fees shall not exceed \$50,000 for each such director) and the reasonable and customary reimbursement of expenses of the board of directors of the Borrower but shall in no event include any Prepetition Payments (other than payments to certain critical vendors and certain agreed payments, in each case as approved by the Bankruptcy Court) or payments to the Sponsor (including any Management Fees) (each an “Approved Budget” and the Approved Budget delivered on the Effective Date, the “Initial Approved Budget”) and (ii) as soon as available, but in no event later than two Business Days after the end of each week (ending on each Sunday), commencing with the week of the Effective Date, a variance report comparing actual cash receipts and cash disbursements for such week to (x) projected cash receipts and cash disbursements provided for such week in the Approved Budget most recently delivered prior thereto and (y) projected cash receipts and cash disbursements provided for such week in the Initial Approved Budget; and

(g) All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein, and in the case of financial statements delivered pursuant to clauses (b) and (c) above, subject to the absence of footnotes).

7.2. Certificates; Other Information. Furnish to the Administrative Agent and each Lender (or, in the case of clause (g), to the relevant Lender):

(a) concurrently with the delivery of the financial statements referred to in Section 7.1(a), a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default, except as specified in such certificate;

(b) concurrently with the delivery of any Approved Budget and variance report pursuant to Section 7.1(f), (i) a certificate of a Responsible Officer stating that, to the best of each such Responsible Officer’s knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (ii) a Compliance Certificate containing all information and calculations necessary for determining

compliance by each Group Member with the provisions of this Agreement referred to therein, including but not limited to usage of the various baskets provided in Section 8;

(c) [Reserved];

(d) within 30 days after the end of each fiscal quarter of the Borrower (or 105 days, in the case of the last fiscal quarter of any fiscal year), a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, as compared to the portion of the Projections covering such periods and to the comparable periods of the previous year;

(e) no later than three Business Days prior to the effectiveness thereof, copies of substantially final drafts of any proposed amendment, supplement, waiver or other modification with respect to any Prepetition Credit Agreement or any Loan Document (as defined in such Prepetition Credit Agreement);

(f) within five days after the same are sent, copies of all financial statements and reports that Holdings or the Borrower sends to the holders of any class of its debt securities or public equity securities and, within five days after the same are filed, copies of all financial statements and reports that Holdings or the Borrower may make to, or file with, the SEC;

(g) (i) as soon as practicable in advance of filing with the Bankruptcy Court or delivering to the Committee or to the U.S. Trustee, as the case may be, all proposed orders and pleadings related to the Revolving Loans and the Loan Documents, any Reorganization Plan and/or any disclosure statement related thereto and (ii) substantially simultaneously with the filing with the Bankruptcy Court or delivering to the Committee or to the U.S. Trustee, as the case may be, all other notices, filings, motions, pleadings or other information concerning the financial condition of the Borrower or any of its Subsidiaries or other Indebtedness of the Loan Parties that may be filed by the Loan Parties with the Bankruptcy Court or delivered by the Loan Parties to the Committee or to the U.S. Trustee; *provided, however*, that this clause (ii) shall not apply to any notices, filings, motions, pleadings or other information that are publicly filed in unredacted form on the Bankruptcy Court's electronic main bankruptcy docket with respect to the Cases and are such that the Administrative Agent would otherwise receive such notices, filings, motions, pleadings or other information through applicable service of process in the Cases; and

(h) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

7.3. Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its Postpetition obligations in respect of material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Group Member.

7.4. Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 8.4 and except, in the case of clause (ii) only, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) comply with

all Postpetition Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

7.5. Maintenance of Property; Insurance. Keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance on all its property (or maintain self-insurance programs consistent with past practice) in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business.

7.6. Inspection of Property; Books and Records; Discussions; Lender Meetings. Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit representatives of the Administrative Agent or any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time upon reasonable advance notice to the Borrower and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with their independent certified public accountants, all at the Borrower's expense. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. The Borrower will participate in meetings of the Administrative Agent and the Lenders reasonably requested by the Administrative Agent or the Required Lenders to be held at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and Administrative Agent or by teleconference) at such time as may be agreed to by the Borrower and the Administrative Agent.

7.7. Notices. Promptly (but in any event within (x) in the case of clause (f), two Business Days or (y) in the case of clause (g), one Business Day of the occurrence thereof) give notice to the Administrative Agent and each Lender of:

- (a) the occurrence of any Default or Event of Default;
- (b) any (i) default or event of default under any Contractual Obligation of any Group Member or (ii) litigation, investigation or proceeding (other than the Cases) that may exist at any time between any Group Member and any Governmental Authority, that in either case, if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;
- (c) any litigation or proceeding (other than the Cases) affecting any Group Member (i) in which the amount involved is \$1,000,000 or more and not covered by insurance (including self-insurance consistent with past practice), (ii) in which injunctive or similar relief is sought or (iii) which relates to any Loan Document;
- (d) the following events, as soon as possible and in any event within 30 days after the Borrower has knowledge thereof: (i) the occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Plan;

(e) any development or event that has had or could reasonably be expected to have a Material Adverse Effect;

(f) the occurrence of any incident that (i) involves death or dismemberment, (ii) requires a specific additional insurance accrual amount in excess of the ordinary course monthly accrual or (iii) requires an insurance accrual in excess of \$250,000; and

(g) receipt by any Loan Party of any material notice from any insurance provider or counterparty to a Prepetition Contractual Obligation.

Each notice pursuant to this Section 7.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action Holdings, the Borrower or the relevant Subsidiary proposes to take with respect thereto.

7.8. Environmental Laws. Except in respect of such matters as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) Comply in all material respects with, and ensure compliance in all material respects by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply in all material respects with and maintain, and ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

7.9. [Reserved].

7.10. Additional Collateral, etc.

(a) With respect to any property acquired after the Effective Date by any Group Member (other than (x) any property described in paragraph (b) or (c) below and (y) any property subject to a Lien expressly permitted by Section 8.3(j)) as to which the Collateral Agent, for the benefit of the Secured Parties, does not have a perfected Lien pursuant to the Guarantee and Collateral Agreement, promptly (i) execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Collateral Agent reasonably deems necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in such property and (ii) take all actions necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, subject to Liens permitted under Section 8.3, a perfected first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Collateral Agent.

(b) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least \$1,000,000 acquired after the Effective Date by any Group Member (other than any such real property subject to a Lien expressly permitted by Section 8.3(j)), promptly (i) execute and deliver a first priority Mortgage, in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such real property, (ii) if requested by the Collateral Agent, provide the Secured Parties with (x) title and extended coverage insurance covering such real property in an amount

at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Collateral Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate and, if applicable, flood insurance, and (y) any consents or estoppels reasonably deemed necessary or advisable by the Collateral Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent and (iii) if requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance reasonably satisfactory to the Collateral Agent.

(c) With respect to any new Subsidiary created or acquired after the Effective Date by any Group Member, promptly (i) execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement as the Collateral Agent deems necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest in the Capital Stock of such new Subsidiary, (ii) deliver to the Administrative Agent the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, (iii) cause such new Subsidiary (A) to become a party to the Guarantee and Collateral Agreement, (B) to take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the Secured Parties a perfected first priority security interest in the Collateral described in the Guarantee and Collateral Agreement, with respect to such new Subsidiary, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Collateral Agent and (C) to deliver to the Collateral Agent a certificate from a Responsible Officer of the Borrower certifying that after giving effect to the actions contemplated by this Section 7.10(c), no Default or Event of Default has occurred and is continuing, and (iv) if requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent.

7.11. Further Assurances From time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Administrative Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Collateral Agent and the Secured Parties with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the Borrower or any Subsidiary which may be deemed to be part of the Collateral) pursuant hereto or thereto. Upon the exercise by the Agents or any Secured Party of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that such Agent or such Lenders may be required to obtain from the Borrower or any of its Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

7.12. Post-Closing Actions Complete the actions listed on Schedule 7.12 by the times stated therein or, at the option of the Collateral Agent (in its sole discretion), within 30 days thereafter.

7.13. Hedge Liquidation As of the Effective Date, Borrower shall have terminated, liquidated and closed-out all Hedge Agreements to which it or any of its Subsidiaries is a party, other than the Prepetition Rate Cap.

7.14. Final Order

Not later than the earlier of (i) the expiration of the Interim Order and (ii) 30 days after the entry of the Interim Order, the Final Order shall have been entered by the Bankruptcy Court and shall be in full force and effect and shall not (A) be subject to a stay, (B) have been vacated or reversed or (C) have been modified or amended except as otherwise agreed to in writing by the Administrative Agent in its sole discretion.

7.15. Advisory Firm

(a) The Borrower shall (i) provide the Administrative Agent and the Lenders with reasonable access to the Chief Restructuring Officer, A&M (or any replacement or successor financial advisory firm retained by Borrower or any of the other Loan Parties and reasonably acceptable to the Required Lenders) and Rothschild Inc. (or any replacement or successor financial advisor retained by the Borrower or any of the other Loan Parties and reasonably acceptable to the Required Lenders), including periodic updates (at the request of the Administrative Agent or the Required Lenders) via telephone conference and/or “in person” meetings between the Chief Restructuring Officer and such financial advisor and the Administrative Agent and the Lenders, on such matters as the Administrative Agent and Lenders shall request from time to time (including updates as to the status of any sale process) and (ii) cause the A&M Engagement Letter (or any letter with any replacement or successor financial advisory firm retained by Borrower or any of the other Loan Parties and reasonably acceptable to the Required Lenders) to be amended in form and substance reasonably satisfactory to the Required Lenders to reflect such matters as may be reasonably requested by the Required Lenders from time to time, provided that any matters reflected in such letter at the request of the Required Lenders (including the scope of work of the Chief Restructuring Officer and A&M) shall not be amended without the prior written consent of the Required Lenders.

(b) In connection with the periodic updates to the Administrative Agent and the Lenders by the Chief Restructuring Officer and the financial advisor to the Borrower pursuant to Section 7.15(a)(i) above, the Borrower shall cause to be provided to the Administrative Agent and its advisors, a written update addressed to the financial advisor of the Administrative Agent regarding the status of the Borrower’s efforts to sell or restructure all or any portion of its business, including, without limitation, a list of all contacts made with potential purchasers or investors (including the identities of those contacted and the dates of such contacts), copies (if in writing) or descriptions (if not in writing) of any proposals, offers or indications of interest received by the Borrower or its attorneys or financial advisors, and any responses thereto by the Borrower or any such attorney or financial advisor.

7.16. Sale Procedures

The Borrower shall file a motion with the Bankruptcy Court to approve bid procedures relating to a sale of all or substantially all of the Borrower’s assets, which bid procedures shall be in form and substance satisfactory to the Administrative Agent, the Required Lenders and the Required Prepetition First Lien Lender Group (such procedures, the “Bid Procedures”), by no later than January 13, 2012.

7.17. Ratings

The Borrower shall promptly initiate a request for, and use commercially reasonable efforts to procure, a facility rating for the Revolving Loans from each of S&P and Moody’s no later than 30 days after the Effective Date.

7.18. Business Plan

(a) On or before January 17, 2012, the Borrower shall deliver to the Administrative Agent and its advisors, a comprehensive business and restructuring proposal that encompasses its business and capital structure and addresses such matters as would customarily be addressed in a business plan and restructuring proposal prepared for companies similar to the Borrower, which business plan and proposal shall represent the Borrower's good faith effort to provide a basis for negotiating a possible long-term restructuring with the Lenders and the Prepetition First Lien Lenders. Such business plan and restructuring proposal shall have a level of detail that is customary for business plans and restructuring proposals for similar transactions and shall include at a minimum a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of each fiscal year commencing with fiscal year ending December 31, 2012, the related consolidated statements of projected cash flows, projected changes in financial position and projected income and a description of the underlying assumptions applicable thereto (collectively, the "Projections") and, in the case of the fiscal year ending December 30, 2012, provided for each month (the business plan as so described, the "Business Plan"). The Business Plan shall also be accompanied by a certificate of a Responsible Officer stating that the Projections set forth therein are based on reasonable estimates, information and assumptions and that such Responsible Officer has no reason to believe that such Projections are incorrect or misleading in any material respect. It is understood and agreed that any proposal from any potential purchaser or investor received by the Borrower and any review and negotiations conducted in connection therewith shall not be considered to be the Business Plan unless the Borrower shall, as a result of such proposal, cause the Business Plan or any of the Projections to be revised, in which case, the provisions of Section 7.18(b) shall govern.

(b) As soon as available, the Borrower shall also deliver to the Administrative Agent and its advisors, significant revisions, if any, of the Business Plan or Projections with respect to any fiscal year, together with a certificate of a Responsible Officer stating that the Projections as so revised are based on reasonable estimates, information and assumptions and that such Responsible Officer has no reason to believe that such Projections are incorrect or misleading in any material respect.

SECTION 8. NEGATIVE COVENANTS

Holdings and the Borrower hereby jointly and severally agree that, so long as the Revolving Commitments remain in effect or any Revolving Loan or other amount is owing to any Lender or Agent hereunder, each of Holdings and the Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

8.1. Financial Condition Covenants Minimum Rolling Receipts. Permit the consolidated cash receipts of the Borrower (i) for any period of two consecutive weeks beginning with the period ending at the end of the fourth week ending after the Petition Date to be less than 70% of the amount of the projected consolidated cash receipts of the Borrower for such period set forth in the Initial Approved Budget, (ii) for any period of four consecutive weeks beginning with the period ending at the end of the fourth week ending after the Petition Date to be less than 85% of the amount of the projected consolidated cash receipts of the Borrower for such period set forth in the Initial Approved Budget or (iii) for any period beginning at the beginning of the first week ending after the Petition Date and ending on any week ending on or after the end of the sixth week ending after the Petition Date to be less than 90% of the amount of the projected consolidated cash receipts of the Borrower for such period set forth in the Initial Approved Budget.

(b) Minimum Liquidity. Permit, on the last day of each week, the sum of (i) cash and Cash Equivalents of the Borrower and its Subsidiaries as of such day, excluding any amounts

constituting Restricted Cash and (ii) an amount equal to the difference between the Total Revolving Commitments and the Total Revolving Extensions of Credit on such day to be less than the greater of (x) 80% of the amount for such week set forth in the Initial Approved Budget and (y) \$5,000,000.

8.2. Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

- (a) Indebtedness of any Loan Party pursuant to any Loan Document;
- (b) Indebtedness (i) of the Borrower to any Subsidiary Guarantor and (ii) of any Subsidiary Guarantor to the Borrower or any other Subsidiary Guarantor;
- (c) Guarantee Obligations incurred by the Borrower or any of its Subsidiaries of obligations of the Borrower and any Subsidiary Guarantor;
- (d) (i) Prepetition Indebtedness and (ii) other Indebtedness (excluding Indebtedness secured by Liens permitted under Section 8.3(j)) outstanding on the Effective Date and listed on Schedule 8.2(d)(ii);
- (e) Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 8.3(j) in an aggregate principal amount not to exceed \$50,000,000 at any one time outstanding;
- (f) *[Reserved]*
- (g) *[Reserved]*
- (h) *[Reserved]*
- (i) obligations in respect of performance, bid, stay, custom, appeal and surety bonds and other obligations of a like nature and performance and completion guarantees and similar obligations provided by the Borrower or any of its Subsidiaries, in each case in the ordinary course of business;
- (j) Indebtedness incurred by the Borrower or any of its Subsidiaries in respect of letters of credit, bank guarantees or similar instruments issued or created in the ordinary course of business to support obligations in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self insurance; provided that any reimbursement obligations in respect thereof are reimbursed within 30 days following the incurrence thereof and provided, further, that any such Indebtedness shall not be used to support other Indebtedness;
- (k) Indebtedness consisting of the financing of insurance premiums;
- (l) *[Reserved]*; and
- (m) Indebtedness representing deferred compensation to employees of the Borrower and its Subsidiaries incurred in the ordinary course of business.

8.3. Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except for:

(a) Liens for taxes not yet due or that are being contested in good faith by appropriate proceedings, *provided* that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 90 days or that are being contested in good faith by appropriate proceedings;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or its Subsidiaries;

(d) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, zoning and other restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(f) Liens in existence on the Effective Date listed on Schedule 8.3(f), securing Indebtedness permitted by Section 8.2(d)(ii), provided that no such Lien is spread to cover any additional property after the Effective Date;

(g) *[Reserved]*;

(h) *[Reserved]*;

(i) *[Reserved]*;

(j) Liens securing Indebtedness of the Borrower or any other Subsidiary incurred pursuant to Section 8.2(e) to finance the acquisition of fixed or capital assets, provided that (i) such Liens shall be created substantially simultaneously with, or within two hundred and seventy (270) days after, the acquisition of such fixed or capital assets, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (iii) the amount of Indebtedness secured thereby is not increased;

(k) Liens created pursuant to the Loan Documents and the Orders;

(l) any interest or title of a lessor under any lease entered into by the Borrower or any other Subsidiary in the ordinary course of its business and covering only the assets so leased;

(m) (i) Liens in existence on the Effective Date securing the Prepetition Indebtedness and (ii) Liens securing the Prepetition Indebtedness granted as adequate protection pursuant to the Orders and subject to the terms of the Orders, which Liens, in each case, are and shall at all times

remain junior to the Liens contemplated hereby or by the Orders in favor of the Administrative Agent and Collateral Agent and the Lenders and which holders of such junior Liens (including the Primed Prepetition First Liens and the Primed Prepetition Second Liens) shall not take any action to foreclose with respect to such junior Liens so long as any amounts are outstanding hereunder or any Revolving Commitment shall be in effect; and

(n) Liens not otherwise permitted by this Section so long as neither (i) the aggregate outstanding principal amount of the obligations secured thereby nor (ii) the aggregate fair market value (determined as of the date such Lien is incurred) of the assets subject thereto exceeds (as to the Borrower and all Subsidiaries) \$1,000,000 at any one time.

8.4. Fundamental Changes Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that the transactions permitted under Section 8.5 shall be permitted.

8.5. Disposition of Property Dispose of any of its property, whether now owned or hereafter acquired, or issue or sell any shares of its Capital Stock to any Person, except:

- (a) Dispositions of Cash Equivalents;
- (b) the Disposition in the ordinary course of business of property that is no longer used or useful;
- (c) the sale of inventory and fleet in the ordinary course of business;
- (d) the sale or issuance of any Subsidiary's Capital Stock to the Borrower or any Subsidiary Guarantor;
- (e) sales, transfers and dispositions of accounts receivable in connection with the compromise, settlement or collection thereof consistent with past practice;
- (f) the Disposition of Property to the extent such Property constitutes an Investment permitted under Section 8.7 or a Restricted Payment under Section 8.6;
- (g) Dispositions resulting from casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any property or asset of the Borrower or any Subsidiary;
- (h) Dispositions to the Borrower or any Subsidiary Guarantor; and
- (i) exchanges of property comprising the fleet for similar replacement property for fair value.

8.6. Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly,

whether in cash or property or in obligations of Holdings, the Borrower or any Subsidiary (collectively, “Restricted Payments”), except that:

(a) any Subsidiary may make Restricted Payments to the Borrower or any Subsidiary Guarantor (and, in the case of a Restricted Payment by a non-Wholly Owned Subsidiary, to the Borrower and any Subsidiary Guarantor and to each other owner of Capital Stock of such Subsidiary based upon their relative ownership interests of the relevant class of Capital Stock);

(b) *[Reserved]*;

(c) *[Reserved]*;

(d) *[Reserved]*

(e) *[Reserved]*; and

(f) the Borrower may pay dividends to Holdings to permit Holdings to (i) pay corporate overhead expenses incurred in the ordinary course of business and (ii) so long as Holdings and Borrower are members of the same consolidated return group, pay any taxes that are due and payable by Holdings and the Borrower as part of a consolidated group, but only to the extent such taxes are properly allocable to the Borrower and its Subsidiaries and in no event in an amount in excess of the amount of income tax that Borrower and its Subsidiaries would have paid if Borrower and its Subsidiaries were filing a consolidated return with Borrower as the common parent.

8.7. Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any Person (all of the foregoing, “Investments”), except:

(a) extensions of trade credit in the ordinary course of business;

(b) Investments in Cash Equivalents;

(c) Guarantee Obligations permitted by Section 8.2;

(d) loans and advances to employees of any Group Member of the Borrower in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount for all Group Members not to exceed \$500,000 at any one time outstanding;

(e) *[Reserved]*

(f) *[Reserved]*

(g) intercompany Investments by any Group Member in the Borrower or any Person that, prior to such Investment, is a Wholly Owned Subsidiary Guarantor.

8.8. Prepetition Obligations. (a) Make or offer to make any payment, prepayment, repurchase or redemption or defeasance of any Prepetition Payment (including payments in respect of Prepetition Indebtedness or Management Fees) (other than payments set forth in the Approved Budget to the extent that such payments constitute Prepetition Payments) or (b) amend, modify, waive or

otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any document giving rise to any Prepetition Payment (including the Prepetition Credit Agreements) (other than any such amendment, modification, waiver or other change that (i) would extend the maturity or reduce the amount of any payment of principal thereof or reduce the rate or extend any date for payment of interest thereon and (ii) does not involve the payment of a consent fee).

8.9. Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than Holdings, the Borrower or any Subsidiary Guarantor) unless such transaction is (a) otherwise permitted under this Agreement, (b) in the ordinary course of business of the relevant Group Member; and (c) upon fair and reasonable terms no less favorable to the relevant Group Member, than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing, the Borrower and its Subsidiaries (i) may pay (x) reasonable compensation to officers and employees for services actually rendered, (y) the reasonable and customary fees of the non-executive directors of the Borrower (it being understood that an annual fee of \$50,000 for each such director is reasonable and customary) and (z) reasonable and customary reimbursement of expenses of the board of directors of the Borrower and (ii) may not pay any Management Fees.

8.10. Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member, except with respect to (i) any vehicle acquired after the Effective Date so long as such sale and leaseback transaction with respect to such vehicle is consummated in the calendar year that such vehicle was acquired by the applicable Group Member and (ii) no more than fifteen (15) vehicles transferred by Lakefront Lines, Inc. to, and subsequently leased by Lakefront Lines, Inc. from, Motor Coach Industries, Inc. or an affiliate thereof.

8.11. Hedge Agreements. Enter into or maintain any Hedge Agreement, other than the Prepetition Rate Cap.

8.12. Changes in Fiscal Periods. Permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower's method of determining fiscal quarters.

8.13. Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits, limits or imposes any condition upon the ability of any Group Member to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents or any refinancing thereof, other than (a) this Agreement and the other Loan Documents and the Prepetition Credit Agreements and the Loan Documents (as defined in each Prepetition Credit Agreement) and (b) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby).

8.14. Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of the Borrower to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary of the Borrower, (b) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary of the Borrower or (c) transfer any of its assets to the Borrower or any other Subsidiary of the Borrower, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, the

Prepetition Credit Agreements and the Loan Documents (as defined in each Prepetition Credit Agreement), (ii) imposed by any customary provisions restricting assignment of any agreement entered into in the ordinary course of business and (iii) restrictions or conditions (A) imposed by any agreement relating to secured Indebtedness permitted to be incurred under this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness and (B) imposed by customary provisions in leases restricting the assignment thereof.

8.15. Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement.

8.16. Formation of Subsidiaries. Form or acquire any Foreign Subsidiary.

8.17. Chapter 11 Claims. Incur, create, assume, suffer to exist or permit any other Superpriority Claim which is pari passu with or senior to the claims of the Administrative Agent and the Lenders against the Borrower and the Guarantors hereunder, except for the Carve Out.

8.18. Other Matters.

The Borrower shall not adopt or amend any key employee incentive plan or similar arrangement unless such plan, arrangement or amendment is in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders.

SECTION 9. EVENTS OF DEFAULT

9.1. Events of Default

If any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of, or any interest on, any Revolving Loan or any other amount payable hereunder or under any other Loan Document when due in accordance with the terms hereof or thereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; or

(c) (i) any Loan Party shall default in the observance or performance of any agreement contained in Section 7.1(f), Section 7.2(g), clause (i) or (ii) of Section 7.4(a) (with respect to Holdings and the Borrower only), Section 7.7(a), Section 7.7(f), Section 7.7(g), Section 7.13, Section 7.15, Section 7.16, Section 7.17, Section 7.18(a) or Section 8 of this Agreement or Sections 5.5 or 5.7(b) of the Guarantee and Collateral Agreement or (ii) an "Event of Default" under and as defined in any Mortgage shall have occurred and be continuing; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of

five days after the earlier of (i) a Responsible Officer becoming aware of such default, or (ii) notice of such default to the Borrower from the Administrative Agent or any Lender; or

(e) any Group Member (i) defaults in making any payment of any principal of any Postpetition Indebtedness (including any Postpetition Guarantee Obligation constituting Postpetition Indebtedness but excluding the Revolving Loans) on the scheduled or original due date with respect thereto, (ii) defaults in making any payment of any interest on any Postpetition Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Postpetition Indebtedness was created or (iii) defaults in the observance or performance of any other agreement or condition relating to any Postpetition Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Postpetition Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice or lapse of time, or both, such Postpetition Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any Postpetition Indebtedness constituting a Postpetition Guarantee Obligation) to become payable; provided, that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Postpetition Indebtedness the outstanding principal amount of which exceeds in the aggregate \$1,000,000; or

(f) (i) any of the Cases shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code or any Loan Party shall file a motion or other pleading seeking the dismissal of any of the Cases under Section 1112 of the Bankruptcy Code or otherwise or (ii) a trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code or an examiner with enlarged powers in any of the Cases or any Loan Party shall file a motion or other pleading seeking the appointment of such a trustee or examiner; or

(g) (i) any Person shall engage in any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any “accumulated funding deficiency” (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of any Group Member or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) any Group Member or any Commonly Controlled Entity shall, or is reasonably likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, a Multiemployer Plan or (vi) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, could, reasonably be expected to result in liability to the Borrower in an amount exceeding \$1,000,000; or

(h) one or more judgments or decrees shall be entered against any Group Member involving in the aggregate a Postpetition liability (not paid or fully covered by insurance as to which the relevant insurance company has acknowledged coverage) of \$1,000,000 or more, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(i) (i) an order of the Bankruptcy Court shall be entered granting (x) any Superpriority Claim (other than with respect to the Carve Out) in any of the Cases which is *pari passu* with or senior to the claims of the Administrative Agent and the Lenders against any Group Member hereunder or (y) any Lien or security interest (other than with respect to the Carve Out) that is *pari passu* with or senior to the Liens and security interest securing the Obligations or (ii) any Loan Party takes any action seeking or supporting the grant of any such claim, Lien or security interest; or

(j) the Bankruptcy Court shall have entered an order or orders granting relief from the automatic stay applicable under Section 362 of the Bankruptcy Code to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Loan Parties which have a value in excess of \$1,000,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect on the Loan Parties or their estates (taken as a whole); or

(k) an order of the Bankruptcy Court shall be entered, or any Loan Party shall file a motion or other pleading seeking an order, (i) reversing, staying for a period in excess of 5 days, or vacating any of the Orders, (ii) except as otherwise agreed to in writing by Administrative Agent in its sole discretion, otherwise amending, supplementing or modifying any of the Orders or (iii) terminating the use of cash collateral by the Loan Parties pursuant to the Orders; or

(l) the Borrower or any Loan Party shall make any Prepetition Payment other than (i) as expressly permitted by the Interim Order or the Final Order, (ii) as otherwise expressly permitted by this Agreement, or (iii) as authorized by the Bankruptcy Court (x) in accordance with any First Day Order entered on or after the Effective Date with the consent of (or non-objection by) the Administrative Agent or (y) in connection with the assumption of executory contracts and unexpired leases with the consent of (or non-objection by) Administrative Agent; or

(m) any Loan Party shall not comply with any terms of the Interim Order or Final Order; or

(n) any Loan Party shall file a motion seeking or take any action supporting a motion seeking, or the Bankruptcy Court shall enter, an order authorizing the sale of all or substantially all of the Loan Parties' assets (unless such order (i) contemplates payment in full in cash of the Obligations upon consummation of such sale, whether pursuant to a Reorganization Plan or otherwise or (ii) is with the consent of (or non-objection by) the Administrative Agent); or

(o) the exclusivity period provided by Section 1121 of the Bankruptcy Code for the Loan Parties' exclusive right to file a Reorganization Plan and a disclosure statement shall have expired and a Reorganization Plan for the Loan Parties proposed by a third party shall have been filed with the Bankruptcy Court; or

(p) (i) an order shall be entered by the Bankruptcy Court confirming a Reorganization Plan, ordering a liquidation or dismissal in any of the Cases, that in any case does not contain a provision for the termination of the Revolving Commitments hereunder and payment in full in cash of the Obligations on or before the effective date of such Reorganization Plan, liquidation or dismissal of the Cases, as the case may be or (ii) any Loan Party shall propose, seek, support or fail to contest in good faith the filing or confirmation of such a Reorganization Plan, liquidation or dismissal; or

(q) any stipulation shall be entered into by any Loan Party or any order shall be entered by the Bankruptcy Court with respect to the provision of adequate protection to any Person or

the use of cash collateral by any Loan Party, in each case that is not satisfactory in form and substance to Administrative Agent in its sole and absolute discretion; or

(r) the occurrence of a continuing event of default (other than an Effect of Bankruptcy) on the part of the Borrower or any Loan Party under any Material Contract to which the Borrower or any Loan Party is a party that shall have resulted in the right of the other parties to such Material Contract to terminate such Material Contract or exercise remedies against a Loan Party under such Material Contract;

(s) (i) any of the Security Documents shall cease, for any reason, to be in full force and effect, (ii) any Lien created by any Security Document, the Interim Order or Final Order shall cease to be valid, perfected, enforceable and of the same effect and priority purported to be created thereby; (iii) any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document or any Lien granted under any Security Document, the Interim Order or the Final Order; or (iv) any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document or any Lien granted under any Loan Document, the Interim Order or Final Order;

(t) the Borrower shall not have obtained an order from the Bankruptcy Court approving the Bid Procedures on or prior to February 2, 2012; or

(u) the Borrower shall not have (i) commenced solicitation of votes on a Qualified Reorganization Plan pursuant to a disclosure statement approved by the Bankruptcy Court or (ii) obtained an order from the Bankruptcy Court approving the sale of all or substantially all of its assets, which sale has the written support of the Administrative Agent, the Required Lenders and the Required Prepetition First Lien Lender Group, in each case on or prior to May 1, 2012; or

(v) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or

(w) (i) the Permitted Investors shall cease to have the power to vote or direct the voting of securities having a majority of the ordinary voting power for the election of directors of Holdings (determined on a fully diluted basis), (ii) the board of directors of Holdings shall cease to consist of a majority of Continuing Directors; or (iii) Holdings shall cease to own and control, of record and beneficially, directly, 100% of each class of outstanding Capital Stock of the Borrower free and clear of all Liens (except Liens created by the Guarantee and Collateral Agreement); or

(x) Holdings shall (i) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than those incidental to its ownership of the Capital Stock of the Borrower, (ii) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (x) nonconsensual obligations imposed by operation of law, (y) pursuant to the Loan Documents to which it is a party and (z) obligations with respect to its Capital Stock, or (iii) own, lease, manage or otherwise operate any properties or assets (including cash (other than cash received in connection with dividends or other payments made by the Borrower in accordance with Section 8.6 pending application in the manner contemplated by said Section) and Cash Equivalents) other than the ownership of shares of Capital Stock of the Borrower.

then, the Administrative Agent may, or, at the request of the Required Lenders shall, take any or all of the following actions, at the same or different times, in each case without further order or application of the Bankruptcy Court (*provided* that with respect to the enforcement of Liens or other

remedies with respect to the Collateral under subclause (iv) below, the Administrative Agent shall provide the Borrower with at least five (5) days' written notice prior to taking the action contemplated thereby); in any hearing after the giving of the aforementioned notice, the only issue that may be raised by any party in opposition thereto being whether, in fact, an Event of Default has occurred and is continuing:

(i) declare the Revolving Commitment of each Lender to make Revolving Loans to be terminated, whereupon the Revolving Commitments shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Revolving Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(iii) send a notice of exclusive control to the depository banks in which deposit accounts of the Loan Parties are maintained; and

(iv) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies of the Lenders under this Agreement, any of the other Loan Documents or applicable law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Lenders.

No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of applicable law.

9.2. Application of Funds

After the exercise of remedies provided for in Section 9.1, any amounts received on account of the Obligations shall be applied by Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to Administrative Agent and the Collateral Agent and amounts payable under Section 10) payable to Administrative Agent and the Collateral Agent, each in its capacity as such, until paid in full;

Second, to payment of that portion of the Obligations constituting indemnities, expenses, and other amounts (other than principal, interest and fees) payable to the Lenders, until paid in full, ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Revolving Loans, until paid in full, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Revolving Loans, until paid in full, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to payment of all other Obligations (including without limitation the cash collateralization of unliquidated indemnification obligations), until paid (or cash collateralized) in full, ratably among the Agents and the Lenders in proportion to the respective amounts described in this clause Fifth held by them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in cash in full, to the Loan Parties or as otherwise required by applicable law.

SECTION 10. THE AGENTS

10.1. Appointment. Each Lender (and, if applicable, each other Secured Party) hereby irrevocably designates and appoints each Agent as the agent of such Lender (and, if applicable, each other Secured Party) under this Agreement and the other Loan Documents, and each such Lender (and, if applicable, each other Secured Party) irrevocably authorizes such Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to such Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement and regardless of whether a Default has occurred and is continuing, no Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender or other Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against any Agent.

10.2. Delegation of Duties. Each Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

10.3. Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders or any other Secured Party for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

10.4. Reliance by Agents. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit,

letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings or the Borrower), independent accountants and other experts selected by such Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. Each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Revolving Loans and all other Secured Parties.

10.5. Notice of Default. No Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless such Agent has received notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or any other instructing group of Lenders specified by this Agreement); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Secured Parties.

10.6. Non-Reliance on Agents and Other Lenders. Each Lender (and, if applicable, each other Secured Party) expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender or any other Secured Party. Each Lender (and, if applicable, each other Secured Party) represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Revolving Loans hereunder and enter into this Agreement. Each Lender (and, if applicable, each other Secured Party) also represents that it will, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide, and the Administrative Agent shall not be liable for the failure to disclose, any Lender or any other Secured Party with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party

or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

10.7. Indemnification. The Lenders agree to indemnify each Agent in its capacity as such (to the extent not reimbursed by Holdings or the Borrower and without limiting the obligation of Holdings or the Borrower to do so), ratably according to their respective Revolving Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Revolving Commitments shall have terminated and the Revolving Loans shall have been paid in full, ratably in accordance with such Revolving Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Revolving Loans) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of, the Revolving Commitments, this Agreement, any of the other Loan Documents, or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of the Revolving Loans and all other amounts payable hereunder.

10.8. Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Revolving Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender", "Lenders", "Secured Party" and "Secured Parties" shall include each Agent in its individual capacity.

10.9. Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon 10 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent, whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Revolving Loans. The fees payable by the Borrower to a successor agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. If no successor agent has accepted appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 10 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

10.10. Agents Generally. Except as expressly set forth herein, no Agent shall have any duties or responsibilities hereunder in its capacity as such.

10.11. The Bookrunner and Lead Arranger. Each of the Bookrunner and Lead Arranger is entitled to enforce all of the provisions hereof applicable to it as the intended third party beneficiary thereof. The Bookrunner and Lead Arranger will not have any obligation, duty or responsibility, or incur any liability, under this Agreement or any other Loan Document.

10.12. Withholding Taxes. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstances which rendered the exemption from or reduction of withholding tax ineffective or for any other reason, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including any penalties or interest and together with any all expenses incurred.

SECTION 11. MISCELLANEOUS

11.1. Amendments and Waivers. Neither this Agreement nor any other Loan Document nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 11.1. The Required Lenders and each Loan Party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall:

(i) forgive the principal amount or extend the final scheduled date of maturity of any Revolving Loan, reduce the stated rate of any interest or fee payable hereunder (except in connection with the waiver of applicability of any post-default increase in interest rates, which waiver shall be effective with the consent of the Required Lenders) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Revolving Commitment, in each case without the written consent of each Lender directly affected thereby;

(ii) eliminate or reduce the voting rights of any Lender under this Section 11.1 without the written consent of such Lender;

(iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders;

(iv) *[Reserved]*;

(v) *[Reserved]*;

(vi) amend, modify or waive any provision of Section 4.8(a) or Section 4.8(b) without the written consent of each Lender adversely affected thereby;

(vii) *[Reserved]*;

(viii) amend, modify or waive any provision of Section 10 without the written consent of each Agent adversely affected thereby.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Revolving Loans. In the case of any waiver, the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

If, in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders, the consent of the Required Lenders is obtained, but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained being referred to as a “Non-Consenting Lender”), then, so long as the Administrative Agent is not a Non-Consenting Lender, the Administrative Agent or a Person reasonably acceptable to the Administrative Agent shall have the right to purchase from such Non-Consenting Lenders, and such Non-Consenting Lenders agree that they shall, upon the Administrative Agent's request, sell and assign to the Administrative Agent or such Person, all of the Revolving Loans and Revolving Commitments of such Non-Consenting Lenders for an amount equal to the principal balance of all outstanding Revolving Loans held by such Non-Consenting Lenders and all accrued interest and fees with respect thereto through the date of sale, such purchase and sale to be consummated pursuant to an executed Assignment and Assumption. In addition to the foregoing, the Borrower may replace any Non-Consenting Lender pursuant to Section 4.13.

11.2. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of Holdings, the Borrower and the Agents, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Holdings:

Coach Am Holdings Corp.
c/o Fenway Partners, LLC
152 West 57th Street
59th Floor
New York, New York 10019
Attention: Gregg Smart, Managing Director
Telecopy: (212) 581-1205
Telephone: (212) 698-9400

The Borrower:

Coach America Holdings, Inc.
8150 North Central Expressway
Suite M1000
Dallas, TX 75206
Attention: Chief Financial Officer
Telecopy: (972) 354-3525
Telephone: (972) 354-3500

The Administrative Agent:

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

With copies to:

JPMorgan Chase Bank, N.A.
1111 Fannin, 10th Floor
Houston, TX 77002
Attention: Cynthia Freeman
Telecopy: (713) 750-2892
Telephone: (713) 750-2353
Email: cynthia.freeman@jpmorgan.com

J.P. Morgan Securities LLC
383 Madison Avenue, 23rd Floor
New York, NY 10179
Attention: Patrick C. Moriarty
Telecopy: (212) 270-3872
Telephone: (212) 270-7030
Email: patrick.c.moriarty@jpmorgan.com

provided that any notice, request or demand to or upon any Agent or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

11.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.4. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Revolving Loans.

11.5. Payment of Expenses and Taxes; Indemnity. The Borrower agrees (a) to pay or reimburse each Agent for all its out-of-pocket costs and expenses incurred in connection with the syndication of the Revolving Commitments and the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of counsel to such Agent and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Effective Date (in the case of amounts to be paid on the Effective Date) and from time to time thereafter on a quarterly basis or such other periodic basis as such Agent shall deem appropriate, (b) to pay or reimburse each Lender and Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to such Agent, (c) to pay, indemnify, and hold each Lender and Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and Agent and their respective officers, directors, employees, attorneys, affiliates, agents and controlling persons (each, an “Indemnitee”) harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents (regardless of whether any Loan Party is or is not a party to any such actions or suits) and any such other documents, including any of the foregoing relating to the use of proceeds of the Revolving Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Properties and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the “Indemnified Liabilities”), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any

Indemnatee. All amounts due under this Section 11.5 shall be payable not later than two Business Days after demand therefor. Statements payable by the Borrower pursuant to this Section 11.5 shall be submitted to the Chief Financial Officer of the Borrower (Telephone No. (972) 354-3500) (Telecopy No. (972) 354-3525), at the address of the Borrower set forth in Section 11.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 11.5 shall survive repayment of the Revolving Loans and all other amounts payable hereunder.

11.6. Successors and Assigns; Participations and Assignments The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitments and the Revolving Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of the Administrative Agent, provided that no consent of the Administrative Agent shall be required for (x) an assignment to an Assignee that is a Lender immediately prior to giving effect to such assignment, except in the case of an assignment of a Revolving Commitment to an Assignee that does not already have a Revolving Commitment, or (y) any assignment by the Administrative Agent (or its affiliates).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender’s Revolving Commitments or Revolving Loans, the amount of the Revolving Commitments or Revolving Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000, and simultaneous assignments to or by two or more Approved Funds shall be aggregated for purposes of determining such amount, unless the Administrative Agent otherwise consents, provided that such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 (and no more than one such fee shall be payable in connection with simultaneous assignments to or by two or more Approved Funds);

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire; and

(D) in the case of an assignment to a related CLO (as defined below), the assigning Lender shall retain the sole right to approve any amendment, modification or waiver of any provision of this Agreement and the other Loan Documents, provided that the Assignment and Assumption between such Lender and such CLO may provide that such Lender will not, without the consent of such CLO, agree to any amendment,

modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 11.1 and (2) directly affects such CLO.

For the purposes of this Agreement, the terms “Approved Fund” and “CLO” have the following meanings:

“Approved Fund”: (a) a CLO and (b) with respect to any Lender that is a fund which invests in bank loans and similar extensions of credit, any other fund that invests in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an affiliate of such investment advisor.

“CLO”: any entity (whether a corporation, partnership, trust or otherwise) that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and is administered or managed by a Lender or an affiliate of such Lender.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 4.9, 4.10, 4.11 and 11.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 11.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 11.6.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Commitments of, and principal amount of the Revolving Loans owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee’s completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a “Participant”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Revolving Commitments and the Revolving Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent

and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 11.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 4.9, 4.10 and 4.11 (subject to the conditions thereof) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.7(b) as though it were a Lender, provided such Participant shall be subject to Section 11.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Revolving Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Revolving Loans or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such Revolving Commitment, Revolving Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(ii) A Participant shall not be entitled to receive any greater payment under Section 4.9 or 4.10 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. Any Participant that is a Non-U.S. Lender shall not be entitled to the benefits of Section 4.10 unless such Participant complies with Section 4.10(d).

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Revolving Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 11.6(b). Each of Holdings, the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any

loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

11.7. Adjustments; Set-off.

(a) Except to the extent that this Agreement or any order by the Bankruptcy Court expressly provides for payments to be allocated to a particular Lender or Lenders, if any Lender (a "Benefitted Lender") shall, at any time after the Revolving Loans and other amounts payable hereunder shall immediately become due and payable pursuant to Section 9, receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 9.1(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without prior notice to Holdings or the Borrower, any such notice being expressly waived by Holdings and the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by Holdings or the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of Holdings or the Borrower, as the case may be. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

11.9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.10. Integration. This Agreement and the other Loan Documents represent the entire agreement of Holdings, the Borrower, the Agents and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any Agent or any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

11.11. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, AND (TO THE EXTENT APPLICABLE) THE BANKRUPTCY CODE.**

11.12. Submission To Jurisdiction; Waivers. Each of Holdings and the Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the nonexclusive jurisdiction of the Bankruptcy Court, and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Holdings or the Borrower, as the case may be at its address set forth in Section 11.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

11.13. Acknowledgments. Each of Holdings and the Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) no Agent or Lender has any fiduciary relationship with or duty to Holdings or the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents and Lenders, on one hand, and Holdings and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among Holdings, the Borrower and the Lenders.

11.14. Releases of Guarantees and Liens.

(a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent and/or the Collateral Agent (as applicable) is hereby irrevocably authorized by each Secured Party (without requirement of notice to or consent of any Secured Party except as expressly required by Section 11.1) to take any action requested by the Borrower having the effect of (i) releasing any Collateral or guarantee obligations (A) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 11.1 or (B) under the circumstances described in paragraph (b) below or (ii) contractually subordinating any Lien created by any of the Loan Documents to Liens permitted pursuant to Section 8.3(j).

(b) At such time as the Revolving Loans and the other obligations under the Loan Documents (other than contingent surviving indemnity obligations in respect of which no claim or demand has been made) shall have been paid in full (or cash collateralized in a manner satisfactory to the Administrative Agent) and the Revolving Commitments have been terminated, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, Collateral Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

11.15. Confidentiality. Each Agent and each Lender agrees to keep confidential all non-public information provided to it by any Loan Party pursuant to this Agreement that is designated by such Loan Party as confidential; provided that nothing herein shall prevent any Agent or any Lender from disclosing any such information (a) to any Agent, any other Lender or any Lender Affiliate, (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Transferee, any pledgee referred to in Section 11.6(d) or any direct or indirect counterparty to any Hedge Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential), (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document.

11.16. **WAIVERS OF JURY TRIAL**

. HOLDINGS, THE BORROWER, THE AGENTS AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

11.17. Inconsistency

In the event of any inconsistency between the provisions of this Agreement or any other Loan Document and the Interim Order (and, when applicable, the Final Order), the provisions of the Interim Order (and, the Final Order, when applicable) shall govern.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

COACH AM HOLDINGS CORP.,
as Holdings

By: _____
Name: Brian Cejka
Title: Chief Restructuring Officer

COACH AMERICA HOLDINGS, INC.,
as Borrower

By: _____
Name: Brian Cejka
Title: Chief Restructuring Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative and Collateral Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: _____
Name:
Title: