

EXHIBIT B

TO SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

**[FORM OF]
COMPLIANCE CERTIFICATE**

This Compliance Certificate is delivered to you pursuant to Section 7.2(b) of the Superpriority Debtor-in-Possession Credit Agreement, dated as of January [5], 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), 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, Coach America Holdings, Inc., a Delaware corporation a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., 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”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. I am a duly elected, qualified and acting Responsible Officer of the Borrower.
2. I have reviewed and am familiar with the contents of this Certificate.
3. I have reviewed the terms of the Credit Agreement and the Loan Documents and have made or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Borrower and each Group Member for the week ending [____]¹, 2012 [and during the accounting period covered by the Financial Statements (as defined below)]². Such review did not disclose the existence during or at the end of such period[s]³, and I have no knowledge of the existence, as of the date of this Certificate, of any condition or event which constitutes a Default or Event of Default. [If unable to provide the foregoing certification, provide here a list of each such Default and describe in reasonable detail the reasons therefor and circumstances thereof and any action taken or proposed to be taken with respect thereto.]
4. (a) Pursuant to Section 7.1(f) of the Credit Agreement, attached as Annex A is a rolling 13-week cash flow forecast of cash receipts and cash disbursements for the Borrower and its Subsidiaries for the immediately

¹ Insert last day of calendar week immediately preceding the date of this Compliance Certificate.

² To be included for a compliance certificate including Financial Statements.

³ To be included for a compliance certificate including Financial Statements.

following consecutive 13 weeks, set forth on a weekly basis (the “Approved Budget”). The Approved Budget does not include any Prepetition Payments (other than payments to certain critical vendors and certain agreed payments in each case approved by the Bankruptcy Court) or payments to the Sponsor (including any Management Fees).

- (b) Pursuant to Section 7.1(f) of the Credit Agreement, attached as Annex A-1 is a variance report comparing actual cash receipts and cash disbursements for the week ending [____], 2012 to (x) projected cash receipts and cash disbursements provided for such week in the Approved Budget most recently delivered prior hereto and (y) projected cash receipts and cash disbursements provided for such week in the Initial Approved Budget.
- 5.
 - [(a) Attached hereto as Annex B (the “Financial Statements”) in accordance with Section 7.1(a) of the Credit Agreement is a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at December 31, 20__ 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 Pricewaterhouse Coopers or other independent certified public accountants of nationally recognized standing.
 - (b) Attached hereto as Annex B-1 in accordance with Section 7.2(a) of the Credit Agreement is a certificate of the independent certified public accountants reporting on the 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.
 - (c) Attached hereto as Annex B-2 is a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries required pursuant to Section 7.2(d) of the Credit Agreement.]⁴
- 6.
 - [(a) Attached hereto as Annex B (the “Financial Statements”) in accordance with Section 7.1(b) of the Credit Agreement are the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the fiscal quarter ended [], 2012 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.

⁴ To be included only in annual compliance certificate.

- (b) The Financial Statements are fairly stated in all material respects (subject to normal year-end audit adjustments).
 - (c) Attached hereto as Annex B-2 is a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries required pursuant to Section 7.2(d) of the Credit Agreement.
 - (d) Attached hereto as Annex B-3 is information on the quarterly operating lease expense and outstanding leases, including the quarterly payment schedule and scheduled residual buyout patterns of such operating leases required pursuant to Section 7.1(d) of the Credit Agreement.]⁵
7. [(a) Attached hereto as Annex B (the “Consolidating Financial Statements”) in accordance with Section 7.1(c) of the Credit Agreement is the unaudited consolidating statements of income for the four geographic reporting regions as of the Restatement Effective Date (West, South East, South Central and Atlantic), the “Crew Transport Division” and the “Corporate Division” for the fiscal quarter ended [], 2012 and the portion of the fiscal year through the end of such quarter.
- (b) The Consolidating Financial Statements are fairly stated in all material respects (subject to normal year-end audit adjustments).]⁶
8. [(a) Attached hereto as Annex B (the “Financial Statements”) in accordance with Section 7.1(e) of the Credit Agreement are the unaudited consolidated balance sheet of the Borrower and its Subsidiaries as at the month ending [], 2012 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.
- (b) The Financial Statements are fairly stated in all material respects [(subject to normal year-end audit adjustments)] [subject to on-going audit adjustments]⁷.]⁸
9. The following represent true and accurate calculations, as of [], 2012, to be used to determine compliance with the covenants set forth in Section 8.1 of the Credit Agreement:

⁵ To be included only in quarterly compliance certificate.

⁶ To be included in annual and quarterly compliance certificates.

⁷ Insert only for financial statements delivered for the month of December.

⁸ To be included in monthly compliance certificates other than the third, sixth and ninth month of the fiscal year of the borrower.

(a) Minimum Rolling Receipts:

[For Immediately Preceding Two
Week Period Ending _____], 2012⁹

Consolidated Cash Receipts
("Actual Cash Receipts") _____

Projected Consolidated Cash
Receipts for such period in
Initial Approved Budget
("Projected Cash Receipts") _____

Actual Cash Receipts as a
percentage of Projected Cash
Receipts _____

Required Percentage of Projected
Cash Receipts _____ 70%]¹⁰

[For Immediately Preceding Four
Week Period Ending _____], 2012¹¹

Consolidated Cash Receipts
("Actual Cash Receipts") _____

Projected Consolidated Cash
Receipts for such period in
Initial Approved Budget
("Projected Cash Receipts") _____

Actual Cash Receipts as a
percentage of Projected Cash
Receipts _____

Required Percentage of Projected _____ 85%]¹²

⁹ Insert last day of calendar week immediately preceding the date of this Compliance Certificate.

¹⁰ To be included in compliance certificates commencing with the sixth week ending after the Petition Date.

¹¹ Insert last day of calendar week immediately preceding the date of this Compliance Certificate.

Cash Receipts

[For the period commencing at
the beginning of the first week
ending after the Petition Date and
ending on the week ending

[____], 2012¹³

Consolidated Cash Receipts
("Actual Cash Receipts")

Projected Consolidated Cash
Receipts for such period in
Initial Approved Budget
("Projected Cash Receipts")

Actual Cash Receipts as a
percentage of Projected Cash
Receipts

Required Percentage of Projected
Cash Receipts

90%]¹⁴

(b) Minimum Liquidity as of []¹⁵, 2012:

Liquidity calculated in
accordance with Section 8.1(b) of
the Credit Agreement

Required liquidity: greater of
(x) 80% of the amount for such
week set forth in the Initial
Approved Budget and (y)

¹² To be included in compliance certificates commencing with the eighth week ending after the Petition Date.

¹³ Insert last day of the week immediately preceding the date of this Compliance Certificate, such week being on or after the end of the sixth week ending after the Petition Date.

¹⁴ To be included in the compliance certificates on or after the end of the sixth week ending after the Petition Date.

¹⁵ Insert last day of calendar week immediately preceding the date of this Compliance Certificate.

\$5,000,000.

Supporting detail showing the calculation of the Minimum Liquidity is attached hereto as Schedule 1.

10. Attached hereto as Schedule 2 is the information showing compliance with certain provisions of Section 8 of the Credit Agreement.

_____, 2012. IN WITNESS WHEREOF, I execute this Certificate this _____ day of

COACH AMERICA HOLDINGS, INC

By: _____
Name:
Title:

Annex A
to Compliance Certificate

APPROVED BUDGET

[See attached]

VARIANCE REPORT

[See attached]

Annex B
to Compliance Certificate

FINANCIAL STATEMENTS

[See attached]

Annex B-1
to Compliance Certificate

AUDITOR REPORT

[See attached]

DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS

[See attached]

CONSOLIDATING FINANCIAL STATEMENTS

[See attached]

Schedule 1
to Compliance Certificate

Minimum Liquidity

Liquidity as of [], 2012, calculated in accordance with Section 8.1(b) of the Credit Agreement:

(i)	cash and Cash Equivalents of the Borrower and its Subsidiaries as of such day (excluding Restricted Cash of the Borrower and its Subsidiaries as of such day ¹⁶)	\$	_____
<u>less</u>			_____
(ii)	Total Revolving Commitments	\$	_____
<u>less</u>	Total Revolving Extensions of Credit	\$	_____
	Sub-total	\$	_____
	Total	\$	_____

¹⁶ Restricted Cash of the Borrower and its Subsidiaries as of such day: \$_____.

Schedule 2
to Compliance Certificate

Section	Description	Permitted Amount	Usage
§8.2(e)	Indebtedness (including, without limitation, Capital Lease Obligations) secured by Liens permitted by Section 8.3(j)	\$50,000,000	\$
§8.3(n)	general Lien basket	\$1,000,000	\$
§8.7(d)	loans and advances to employees of any Group Member	\$500,000	\$

Exhibit B – Schedule 2

Exhibit B – Schedule 3