Exhibit B

REDACTED VERSION

ESCROW AGREEMENT

This ESCROW AGREEMENT, dated as of [•], 2012 (together with Schedule A hereto, this "Agreement"), is by and among Coach America Holdings, Inc., a Delaware corporation, with principal offices located at 8150 North Central Expressway, Suite M1000, Dallas, TX 75206 ("Coach"); Laura Hendricks ("Contractor"), an individual, having an address at 4442 Fleming Road, Collierville, TN 38017; and AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, a New York limited liability trust company, with principal offices located at 6201 15th Avenue, Brooklyn, New York 11219 ("Escrow Agent").

WHEREAS, on January 3, 2012, Coach, together with certain of its affiliates (collectively, the "Coach Companies"), filed a voluntary petition for relief under chapter 11 of Title 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which case was assigned Case No. 12-10010 (KG) (Jointly Administered);

WHEREAS, the Coach Companies intend to effectuate certain asset sales transactions pursuant to sections 363 and 365 of the Bankruptcy Code (each of which has been approved by the Bankruptcy Court), which, in the aggregate, will result in the sale of a substantial portion of the assets of the Coach Companies (collectively, the "Asset Sales");

WHEREAS, for a period of time following the consummation of the Asset Sales, the Coach Companies will wind-down their remaining operations and liquidate their residual assets (such period, the "Wind-Down Period");

WHEREAS, Coach and Contractor have entered into a certain letter agreement (the "Underlying Agreement"), dated as of [•], 2012, pursuant to which Contractor will provide certain services to Coach and/or its Affiliates during the Wind-Down Period on the terms and conditions set forth in the Underlying Agreement, including, without limitation, approval of the Underlying Agreement by the Bankruptcy Court;

WHEREAS, the Underlying Agreement provides that Coach or one or more of the other Coach Companies shall place in a segregated escrow account titled in the name of Escrow Agent for the benefit of Coach and JP Morgan Chase Bank, N.A., acting as the Coach Companies' pre-petition first lien agent and debtor in possession financing agent, on the one hand, and Contractor, on the other hand, an amount of cash equal to the aggregate Fee (as defined in the Underlying Agreement) payable to Contractor pursuant to the Underlying Agreement through February 7, 2014, together with such additional amount as the Company deems necessary to cover the Escrow Agent's fees and expenses due under the Escrow Agreement, and the funding of the Escrow Account with such funds shall be a joint and several obligation of each of the Coach Companies;

WHEREAS, Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Agreement;

WHEREAS, Coach has appointed the Coach Representative (as defined below) to represent them for all purposes in connection with this Agreement (including the Escrow Funds); and

WHEREAS, in order to establish the Escrow Funds and otherwise to effect the payment provisions of the Underlying Agreement, the parties hereto have entered into this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the meanings indicated or referred to below, inclusive of their singular and plural forms, except where the context requires otherwise. Unless the context requires otherwise, all references to "years," "months," or "days" shall mean "calendar years," "calendar months," and "calendar days." References in this Agreement to "including" shall mean "including, without limitation," whether or not so specified.

"Affiliate" means, with respect to any person, (a) a person which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such person, (b) any person of which such person is the beneficial owner of a twenty-five percent (25%) or greater interest, or (c) any person which acquires all or substantially all of the assets of such person. A person is deemed to control another person if such person, directly or indirectly, has the power to direct the management, operations or business of such person. The term "beneficial owner" is to be determined in accordance with Rule 13d-3 of the Securities Exchange Act of 1934, as amended.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

"Coach Representative" shall mean the person so designated on Schedule A hereto or any other person designated in a writing signed by Coach and delivered to Escrow Agent and Contractor in accordance with the notice provisions of this Agreement, to act as Coach's representative under this Agreement.

"Conforming Compliance Certificate" means a Compliance Certificate duly executed by Contractor, and in which the only modifications from the form attached hereto are the date thereof, the Disbursement Date identified on the schedule thereto and the account payment information.

"Compliance Certificate" a certificate in which Contractor certifies her compliance with the Covenants Agreement and sections 7 and 8 of the Employment Agreement, in the form of Exhibit A, annexed hereto and made a part hereof.

"Covenants Agreement" means the Confidentiality/Non-Solicitation Agreement entered into between Contractor and CUSA, LLC/Coach America, dated February 25, 2011.

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any earnings thereon (including interest).

"Escrow Period" shall mean the period commencing on the date hereof and ending on the applicable termination date set forth on Schedule A hereto.

"Joint Written Direction" shall mean a written direction executed by the Coach (or the Coach Representative) and Contractor and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking an action pursuant to this Agreement.

2. Appointment of and Acceptance by Escrow Agent. Coach and Contractor hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt of the Escrow Funds, by wire transfer of immediately available funds, agrees to hold, invest and disburse Escrow Funds in accordance with this Agreement.

3. Deposit of Escrow Funds. On the Effective Date, Coach or one or more of the other Coach Companies will transfer the Escrow Funds in the amount set forth on Schedule A hereto to Escrow Agent, by wire transfer of immediately available funds, to the segregated account of Escrow Agent referenced on Schedule A hereto.

4. Disbursements of Escrow Funds; Unclaimed Funds.

   (a) *Disbursement by Escrow Agent*. Escrow Agent shall disburse Escrow Funds as follows:

      i. Commencing with the second Friday after the Escrow Agent's first receipt of the Escrow Funds, and continuing each second Friday thereafter (or, in case any such Friday is not a Business Day, then the first Business Day thereafter) (each such Friday, or Business Day, a "Disbursement Date") until February 7, 2014 (the "Final Disbursement Date"), the Escrow Agent shall disburse to Contractor by wire transfer to the account (or check) designated in the applicable Conforming Compliance Certificate, the sum of **REDACTED**, provided that Escrow Agent shall have received from Contractor a Conforming Compliance Certificate, within three (3) Business Days before such Disbursement Date. If a Conforming Compliance Certificate is not received by Escrow Agent for any Disbursement Date, then the Escrow Agent shall not make, and shall continue to hold, the payment otherwise payable on such Disbursement Date until the Escrow Agent receives the Conforming Compliance Certificate for such Disbursement Date, in which case, such payment shall thereupon be paid to Contractor within two (2) Business Days of Escrow Agent's receipt of the Conforming Compliance Certificate; provided, however, if a Conforming Compliance Certificate is not received within sixty (60) calendar days after such Disbursement Date, then Coach (or the Coach Representative) shall be entitled to send a Claim Notice

to Escrow Agent in accordance with Section 4(b) below. On the Final Disbursement Date, if the Escrow Agent shall have received from Contractor a Conforming Compliance Certificate with respect to the Final Disbursement Date on or after February 4, 2014 and before the Final Disbursement Date, and Coach (or the Coach Representative) has not delivered a Claim Notice under Section 4(b), the Escrow Agent shall disburse to Contractor the then remaining balance of the Escrow Funds (less the remaining balance of the Fee Cushion (as defined on Schedule A hereto, which at such time the Escrow Agent shall disburse to Coach or its successors, assigns or designees, as the case may be) not later than five (5) Business Days after the Final Disbursement Date; provided, however, if such Conforming Compliance Certificate is not received within sixty (60) calendar days after the Final Disbursement Date, then Coach (or the Coach Representative) shall be entitled to send a Claim Notice to Escrow Agent in accordance with Section 4(b) below. Contractor shall provide copies to the Coach Representative of each Conforming Compliance Certificate delivered to Escrow Agent at the same time as the Escrow Agent;

ii. in accordance with an unopposed Claim Notice as set forth in Section 4(b) hereof; or

iii. upon receipt of, and in accordance with, a Joint Written Direction. Such Joint Written Direction shall contain wire instructions or an address to which a check shall be sent. Additionally, upon the expiration of the Escrow Period, Escrow Agent shall distribute, upon receipt of a Joint Written Direction, the remainder of the Escrow Funds, if any, in the manner described on Schedule A hereto, and in the amounts listed on a schedule to be attached to such Joint Written Direction. Any and all disbursements under this Section 4(a)(iii) shall be made within two (2) Business Days of Escrow Agent's receipt of a Joint Written Direction.

(b) *Disbursement Following Notice*. In the event that Coach (or the Coach Representative) determines that Contractor is no longer entitled under the Underlying Agreement to receive the disbursements provided for in Section 4(a)(i) due to Contractor's breach of the Covenants Agreement or sections 7 or 8 of the Employment Agreement, or a failure to deliver a Conforming Compliance Certificate in accordance with Section 4(a)(i) above, Coach (or the Coach Representative) shall have a claim against the Escrow Funds and shall, promptly upon learning of such breach or failure, provide written notice of such claim (a "Claim") to Escrow Agent and Contractor in accordance with Section 14 below, in substantially the form attached hereto as Exhibit B stating the fact that the Claim is being made against the Escrow Fund, and providing a brief statement of the facts constituting the basis of such Claim (a "Claim Notice"). Upon receipt of a Claim Notice, the parties agree that Escrow Agent shall not make any further disbursements to Contractor as provided for in Section 4(a)(i) above and, unless Escrow Agent receives an Objection Notice from Contractor in accordance with Section 4(c)(i) below within ten (10) Business Days after the Claim Notice is

deemed delivered to Contractor in accordance with Section 14 below, Escrow Agent will, as soon as practicable after the tenth (10^{th}) Business Day after the Claim Notice is deemed delivered to Contractor in accordance with Section 14 below, deliver the balance of the Escrow Funds to Coach (or its successors, assigns or designees, as the case may be). The parties further agree that if a Claim Notice is based on a failure to deliver a Conforming Compliance Certificate, any claim to the Escrow Funds of Coach (or Coach Representative) based on such Claim Notice shall be extinguished if the Escrow Agent receives from Contractor the Conforming Compliance Certificate supporting the Claim Notice, and in such event the payment shall thereupon be paid to Contractor within two (2) Business Days of Escrow Agent's receipt of the Conforming Compliance Certificate. If Escrow Agent receives an Objection Notice in accordance with Section 4(c)(i) within ten (10) Business Days following the deemed receipt of the Claim Notice, the provisions of Section 4(c)(i) hereof will apply).

(c) *Dispute of Claim Against the Escrow Funds.*

i. *Objection Notice*. Contractor shall have the right to dispute a Claim against the Escrow Fund within the ten (10) Business Day period following deemed delivery of a copy of the Claim Notice by Coach (or the Coach Representative) to Contractor in accordance with Section 14 below. In order to exercise its right to dispute the Claim, Contractor must provide to Escrow Agent and Coach (or the Coach Representative, if sender of the Claim Notice) within such ten (10) Business Day period written notice (as deemed delivered pursuant to Section 14 below) in substantially the form attached hereto as Exhibit C (an "Objection Notice") that Contractor disputes the matter set forth in such Claim Notice with respect to the validity of such Claim. Such Objection Notice must be signed by Contractor. Escrow Agent will not have any obligation to verify or monitor the appropriateness of any such dispute.

ii. *Resolution of Disputes*. If an Objection Notice is timely delivered, Coach (or the Coach Representative, as the case may be) and Contractor shall attempt in good faith to resolve the dispute raised by the Objection Notice. If Coach (or the Coach Representative) and Contractor resolve the matter in dispute, they shall issue a Joint Written Direction to Escrow Agent setting forth the disposition of the matter. If Coach (or the Coach Representative) and Contractor are unable to resolve the matter in dispute within a reasonable period of time (not to exceed thirty (30) calendar days in the absence of mutual agreement), Coach (or the Coach Representative) and Contractor shall resolve such matter in a civil proceeding in a court of competent jurisdiction in accordance with the Underlying Agreement. Until the matter is resolved, either by agreement or by a court of competent jurisdiction, Escrow Agent shall not make disbursements to any party of the Escrow Funds.

(d) *Unclaimed Funds.* If there is any amount of undisbursed or unclaimed Escrow Funds after sixty (60) calendar days following the Final Disbursement Date, and if

Escrow Agent shall not have received a Joint Written Direction no later than five (5) Business Days thereafter, Escrow Agent, in addition to its other rights herein, (x) (A) may maintain and manage such Escrow Funds for such period of time as it determines may be necessary or appropriate, including in accordance with applicable state escheatment and unclaimed property laws, as determined by Escrow Agent in its sole discretion and (B) shall have the right to escheat any such Escrow Funds pursuant to applicable state escheatment and unclaimed property laws and, in such case, shall remit such Escrow Funds (less any fees, costs, expenses or other amounts due to Escrow Agent or any other Indemnified Party (as defined below) in accordance with this Agreement (including Schedule A hereto and subject to Section 10 below) to any relevant competent authority and (y) may take any other action permitted by this Agreement, including Section 5, Section 7 and Section 10 of this Agreement.

(e) Coach (or the Coach Representative) shall be solely responsible for any fees, costs, expenses and other amounts due to Escrow Agent and any other Indemnified Party (as defined below) hereunder.

5. Suspension of Performance; Disbursement into Court. If, at any time, (i) there shall exist any dispute between or among Coach (or the Coach Representative) and Contractor with respect to the Escrow Funds or any other obligations of Escrow Agent hereunder and such parties fail to resolve such dispute within thirty (30) days after receipt by Escrow Agent of a written notice from Coach (or the Coach Representative) or Contractor corresponding to such dispute, (ii) Escrow Agent is unable to determine, to Escrow Agent's reasonable satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder and such uncertainty remains unresolved for thirty (30) days after receipt by Coach (or the Coach Representative) and Contractor of a written notice from Escrow Agent regarding such uncertainty, or (iii) Coach (or the Coach Representative) and Contractor have not, within thirty (30) days of the receipt from Escrow Agent of a notice of resignation pursuant to Section 7 hereof, appointed a successor escrow agent to act hereunder (which such successor escrow agent has accepted such appointment), then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(a) suspend the performance of any of its obligations (including any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the reasonable satisfaction of Escrow Agent or until a successor escrow agent shall have been appointed (as the case may be); or

(b) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds. Subject to Section 10 below, such payment of the Escrow Funds will be less all fees, costs and expenses (including court costs and expenses and attorneys' fees) or any other amount

payable to or incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Coach, the Coach Representative, or Contractor, or to their respective shareholders, partners, or members, officers or directors, employees, creditors or any of their respective Affiliates or any other person, with respect to any such suspension of performance or disbursement into court (including any disbursement obligations hereunder), specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

6. Investment of Funds. Escrow Agent is herein directed and instructed to invest and reinvest the Escrow Funds in the investment(s) indicated on Schedule A hereto; provided, however, that if no investment(s) is so indicated on Schedule A hereto or if the investments indicated thereon are no longer available or no longer acceptable to Coach (or the Coach Representative) and Contractor, Coach (or the Coach Representative) and Contractor shall, pursuant to a Joint Written Direction, direct and instruct Escrow Agent to invest and reinvest in one or more of the following:

(a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America;

(b) certificates of deposit issued by any Federal Deposit Insurance Corporation-insured bank, bank and trust company, or national banking association (subject to applicable limits);

(c) repurchase agreements or direct deposits with any bank, trust company, primary broker-dealer or national banking association; or

(d) any insured institutional money market fund.

With the execution of this Agreement, the parties hereto acknowledge receipt of prospectuses and/or disclosure materials associated with the investment vehicle (if applicable), either through means of hardcopy or via access to the website associated with the investment(s) selected by the parties to this Agreement. The parties hereto acknowledge that they have discussed the investment(s) and are in agreement as to the selected investment(s). The parties hereto acknowledge and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Escrow Funds or the purchase, sale, retention or other disposition of any investment(s) described herein. Coach (or the Coach Representative) and Contractor may provide instructions changing the investment(s) of the Escrow Funds (subject to applicable minimum investment requirements) by the furnishing of a Joint Written Direction to Escrow Agent.

Each of the foregoing investments shall be made in the name of Escrow Agent for the benefit of Coach and Contractor. Any investment permitted above may be made with or in one or more of Escrow Agent's Affiliates or in any fund or other investment vehicle managed by Escrow Agent or an Affiliate thereof and may be effected through the facilities of Escrow Agent's or its Affiliate's trading or capital market operations. The parties hereto acknowledge and agree that, in connection with the Escrow Fund's investment in mutual funds or other investments, Escrow Agent (or any Affiliate thereof) receives or may receive additional compensation from mutual funds or other third parties or Affiliates that could be deemed to be in Escrow Agent's self interest for (x) effecting investments in securities and other investments or (y) serving as escrow agent, transfer agent, custodian, subcustodian, administrator, or shareholder servicing agent, or other non-advisory capacity. No transactional confirmation shall be required for any investment or reinvestment transaction (buy, sale, or other) that is otherwise covered by a monthly statement. No investment shall be made in any instrument or security that has a maturity of greater than six (6) months. Notwithstanding anything to the contrary contained herein, Escrow Agent may, without notice to Coach, Contractor or the Coach Representative, sell or liquidate any of the foregoing investments at any time if the proceeds thereof are required for any disbursement of Escrow Funds permitted or required hereunder. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of Escrow Funds. With respect to any Escrow Funds received by Escrow Agent after 1:00 p.m., New York time, Escrow Agent shall not be required to invest such funds or to effect any investment instruction until the next day upon which Escrow Agent is open for regular business hours.

7. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to Coach, Contractor and the Coach Representative specifying the date when such resignation shall take effect. Upon any such notice of resignation, Coach (or the Coach Representative) and Contractor shall jointly issue to Escrow Agent a Joint Written Direction authorizing redelivery of the Escrow Funds to a bank or trust company that has been retained as successor to Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor escrow agent, after making copies of such records as the retiring Escrow Agent deems advisable and, subject to Section 10 below, after payment to the retiring Escrow Agent of all fees, costs and expenses (including court costs and reasonable expenses and attorneys' fees) or any other amount payable under this Agreement to, or incurred by, the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder (all of which costs, expenses or amounts payable shall be paid by Coach).

After any retiring Escrow Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement. Any corporation or other entity into which Escrow Agent may be merged or converted or with which it may be merged or consolidated, or

any other entity to which all or a majority of all of Escrow Agent's escrow business may be transferred by sale of assets or otherwise, shall be Escrow Agent under this Agreement without further act or consent of any party hereto.

8. Liability of Escrow Agent. Escrow Agent undertakes to perform only the ministerial duties as are expressly set forth herein and no other duties and obligations (fiduciary or otherwise) shall be implied. Escrow Agent shall have no duty to enforce any obligation of any other person to make any payment or delivery, or to direct or cause any payment or delivery to be made, or to enforce any obligation of any other person to perform any other act. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement (even though such agreement may be referenced in this Agreement) other than this Agreement. In the event of any conflict between the terms and provisions of this Agreement and any other agreement, as to Escrow Agent only, the terms and conditions of this Agreement shall control subject to Section 29 hereof. Escrow Agent is not a party to the Underlying Agreement, is not bound by any of its terms, and has not undertaken in any way to effectuate, implement or comply with the Underlying Agreement. Escrow Agent shall not be liable to Coach or Contractor or to anyone else for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to Coach or Contractor. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent shall have no duty to solicit, except from Coach and the Coach Representative, any payment which may be due to be paid in Escrow Funds or to confirm or verify the accuracy or correctness of any amounts deposited in accordance with this Agreement. Escrow Agent may rely conclusively, and shall be protected in acting, upon any notice, instruction (including a Joint Written Direction (such as a wire transfer instruction)), request, order, judgment, certification, opinion or advice of counsel (including counsel chosen by Escrow Agent), statement, demand or other instrument or document, not only as to its due execution, validity (including the authority of the person signing or presenting the same) and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The officers, directors, members, partners, trustees, employees, agents, attorneys or other representatives and Affiliates of Escrow Agent owe no duty or obligation to any party hereunder and shall have no liability to any person by reason of any error of judgment, for any act done or not done, for any mistake of fact or law, or otherwise except to the extent that a court of competent jurisdiction determines that the gross negligence or willful misconduct of any of the foregoing persons was the primary cause of any loss to Coach or Contractor.

Escrow Agent shall not be obligated to take any legal or other action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Agreement or the Underlying Agreement, or to appear in, prosecute or defend any such legal action or proceeding (whether or not it shall have been furnished with acceptable indemnification and advancement). Escrow Agent may consult legal counsel selected by it in the event of any dispute or reasonable question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute or reasonable question involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. Upon demand, Coach (or the Coach Representative) shall promptly pay the reasonable fees, costs and expenses of any such counsel. Except as expressly stated herein, Escrow Agent shall have no responsibility with respect to the use or application of any Escrow Funds paid by Escrow Agent pursuant to the provisions hereof.

Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated; provided, however, Escrow Agent agrees that it will promptly notify Coach, the Coach Representative and Contractor of any order or process entered by any court with respect to the Escrow Funds.

9. Indemnification of Escrow Agent. From and at all times after the date of this Agreement, Coach shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Escrow Agent and each director, officer, member, partner, trustee, employee, attorney, agent and Affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs, penalties, settlements, judgments and expenses of any kind or nature whatsoever (including costs and expenses and reasonable attorneys' fees) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of, or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including Coach, Contractor and/or the Coach Representative, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person (whether it is an Indemnified Party or not) under any statute or regulation, including any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure

of performance of this Agreement or any transactions contemplated herein or relating hereto (including tax reporting or withholding or the enforcement of any rights or remedies under or in connection with this Agreement), whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation (without derogation of any other indemnity afforded to Escrow Agent); provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel (and such counsel's costs and expenses) shall be paid, upon demand, by Coach (or the Coach Representative); provided, however, that such Indemnified Party shall have no right to receive, or to cause Coach to pay, any such fees, costs and expenses of counsel to the extent that it is determined by a court of competent jurisdiction, subject to no further appeal, that the action or claim brought or asserted against such Indemnified Party resulted solely from the gross negligence or willful misconduct of such Indemnified Party.

The parties hereto agree that neither the payment by or on behalf of Coach of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Coach and Contractor, the respective rights and obligations of Coach, on the one hand, and Contractor, on the other hand, under the Underlying Agreement.

10. Fees, Costs and Expenses of Escrow Agent. Coach shall compensate Escrow Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable and documented out-of-pocket costs and expenses, including reasonable attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like; provided, however, that Escrow Agent shall not be entitled to reimbursement for any such out-of-pocket costs and expenses that are incurred prior to the date hereof unless such costs and expenses are set forth in detail on Schedule A hereto. The additional provisions and information set forth on Schedule A hereto are hereby incorporated by this reference, and form a part of this Agreement. All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable by Coach (or the Coach Representative) upon execution of this Agreement and, in the future, upon demand by Escrow Agent. Coach and Contractor hereby acknowledge and agree that all compensation and reimbursement obligations set forth in this Section 10 shall be payable solely by Coach (or the Coach Representative). Escrow Agent is expressly authorized and directed, but shall not be obligated, to, and may, charge against and disburse to itself from the Escrow Funds (including taking such steps as selling any investment held as part of the Escrow Funds), from time to time, the amount of any compensation and reimbursement of any costs, fees and expenses set forth on Schedule A hereto which are due and payable hereunder, including any amount to which Escrow Agent or any other Indemnified Party is entitled to seek indemnification pursuant

to Section 9 hereof, or any other amount owing to Escrow Agent hereunder. Escrow Agent shall notify the Coach Representative and Contractor of any disbursement from the Escrow Funds to itself or any other Indemnified Party in respect of any compensation or reimbursement hereunder and shall furnish to the Coach Representative and Contractor copies of all related invoices and other statements. If for any reason funds in the Escrow Funds are insufficient to cover such amount, Coach (or the Coach Representative) shall pay, upon demand, such amounts to Escrow Agent or any other Indemnified Party upon receipt of copies of related invoices and other statements.

11. Representations and Warranties. Each of Coach and Contractor, as applicable, severally covenants and makes the following representations and warranties to Escrow Agent:

(a) It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) It possesses such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct its respective businesses, and it has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit.

(c) This Agreement has been duly approved by all necessary action, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement is in accordance with the Underlying Agreement and will not violate, conflict with, or cause a default under its articles of incorporation, bylaws, management agreement or other organizational document, as applicable, any applicable law, rule or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including the Underlying Agreement, to which it is a party or any of its property is subject.

(e) The person designated on Schedule A hereto as the Coach Representative has been duly appointed by Coach to act as its representative hereunder and have full power and authority to execute and deliver any Joint Written Direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions on behalf of Coach as the Coach Representative under this Agreement, all without further consent or direction from, or notice to, it or any other party.

(f) The Escrow Funds are not subject to any claim or interest of a third party.

(g) All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of Escrow Funds.

12. Patriot Act Disclosure; Taxpayer Certification and Reporting.

(a) Patriot Act Disclosure. Coach and Contractor acknowledge that a portion of the identifying information set forth on Schedule A hereto is being requested by Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and Coach and Contractor agree to provide any additional information requested by Escrow Agent in connection with the Act or any similar law, rule, regulation, order, or other governmental act to which Escrow Agent is subject, in a timely manner and consent to Escrow Agent obtaining from third parties any such identifying information. Coach and Contractor a each represent that all identifying information set forth on Schedule A hereto, including its Taxpayer Identification Number assigned by the Internal Revenue Service or any other taxing authority, is true and complete on the date hereof and will be true and complete at the time of any disbursement of Escrow Funds. For a non-individual person such as a charity, a trust, or other legal entity, Escrow Agent may require documentation to verify formation and existence as a legal entity. Escrow Agent may also require financial statements, licenses, identification and authorization documentation from any individual claiming authority to represent the entity or other relevant documentation.

(b) Certification and Tax Reporting. Coach and Contractor have provided Escrow Agent with their respective fully executed IRS Form W-8, or W-9 and/or other required documentation. Coach and Contractor acknowledge that solely for tax purposes, Escrow Agent does not have any interest in the Escrow Funds or the escrow account. All interest or other income earned under this Agreement shall be allocated to Contractor and reported, as and to the extent required by law, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Funds by Contractor whether or not said income has been distributed during such year. The party to whom the Escrow Funds are disbursed shall timely file all tax returns and pay all taxes due with respect to any income earned or losses generated with respect to the Escrow Funds. Escrow Agent shall not have any liability for the payment of taxes with respect to the Escrow Funds, and Contractor shall indemnify and hold Coach, the Coach Representative and Escrow Agent harmless from and against all such taxes. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. Coach and Contractor hereby represent and warrant to Escrow Agent that (i) there is no sale or transfer of a United States Real Property Interest as defined under Section 897(c) of the Internal Revenue Code of 1986, as amended, in the underlying transaction giving rise to this Agreement and (ii) such underlying transaction does not constitute an installment sale requiring any tax reporting or withholding of imputed interest or original issue discount to the IRS or other taxing authority.

13. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties hereto agree that the United States District Court for the Southern District of the State of New

York shall have the sole and exclusive jurisdiction over any such proceeding. If such court lacks federal subject matter jurisdiction, the parties hereto agree that the Supreme Court of the State of New York within New York County shall have sole and exclusive jurisdiction. Any final judgment shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Any of these courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts.

Each party hereto irrevocably and unconditionally waives any right to a trial by jury and agrees that any of them may file a copy of this section of this Agreement with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties hereto irrevocably to waive the right to trial by jury in any litigation related to or arising under this Agreement.

14. Notice. All notices, instructions (pursuant to a Joint Written Direction or otherwise), approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when such writing is delivered by hand or overnight delivery service, or (b) upon telephone call-back in accordance with Section 15 below, after being sent by e-mail with PDF attachment from the designated e-mail account(s) of the sending person(s) as designated on Schedule A hereto to the designated e-mail account(s) of the receiving person(s) as designated on Schedule A hereto or (c) three (3) Business Days after being mailed by first class mail (postage prepaid), in each case to the address set forth on Schedule A hereto or to such other address as each party hereto may designate for itself by like notice.

15. Security Procedures. If notices, instructions (pursuant to a Joint Written Direction or otherwise), approvals, consents, requests, and other communications, are received by Escrow Agent by e-mail at its e-mail account(s) as designated on Schedule A hereto, Escrow Agent is authorized, but not required, to seek prompt confirmation of such communications by telephone call-back to the sending person or persons' telephone number(s) as designated on Schedule A hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated in that call-back. Any e-mail by PDF attachment executed by more than one person shall be sent by each signatory. The persons and their telephone numbers authorized to receive call-backs as designated in Schedule A hereto may be changed only in a writing actually received and acknowledged by Escrow Agent and delivered in accordance with Section 14 above and, if applicable, this Section 15. If Escrow Agent is unable to contact any such person designated by Coach, Escrow Agent is hereby authorized (but not required) both to receive written instructions from and seek confirmation of such instructions by telephone call-back to any one or more of Coach's executive officers (each, an "Executive Officer"), as the case may be, who shall include individuals holding titles of Executive

Vice President or more senior thereto, as Escrow Agent may select. Such Executive Officer(s) shall deliver to Escrow Agent a fully executed incumbency certificate upon Escrow Agent's request, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such Executive Officer(s). The parties to this Agreement acknowledge and agree that the security procedures set forth above are commercially reasonable.

Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the parties hereto to identify (i) a beneficiary, (ii) a beneficiary's bank, or (iii) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even where its use may result in a person other than a beneficiary being paid, or the transfer of funds to a bank other than a beneficiary's bank or an intermediary bank designated.

16. Amendment or Waiver. This Agreement may be changed, waived, discharged or terminated only by a writing signed by the Escrow Agent, Coach (or the Coach Representative) and Contractor. No delay or omission by any party hereto in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

17. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles thereof.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the holding, investment and disbursement of Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds.

20. Binding Effect. All of the terms of this Agreement, as amended from time to time in accordance with the terms hereof, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of Coach, Contractor and Escrow Agent.

21. Execution in Counterparts. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. Subject to Section 14 and Section 15 hereof, this Agreement and any Joint Written Direction may be executed and delivered by e-mailing a PDF version of a signed signature page, which shall have the same force and effect as the delivery of an originally executed signature page.

22. Termination of Escrow Agent. Upon the first to occur of (i) the Termination Date (and the occurrence of the related distribution(s)), (ii) the disbursement of all amounts in the Escrow Funds pursuant to Section 4, into court pursuant to Section 5 hereof, in accordance with applicable state escheatment and unclaimed property laws pursuant to Section 4 or (iii) the resignation of Escrow Agent pursuant to Section 7, Escrow Agent shall be released from its obligations hereunder and Escrow Agent shall have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds. The obligations of Coach and Contractor continue to exist notwithstanding the termination or discharge of Escrow Agent's obligations or liabilities hereunder until the obligations of Coach and Contractor have been fully performed.

23. Dealings. Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell, and deal in any of the securities of Coach and become pecuniarily interested in any transaction in which Coach may be interested, and contract and lend money to Coach and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement; provided, however, that prior to taking any of the foregoing actions or acquiring any such interest, Escrow Agent shall provide written notice to the non-interested party. Nothing herein shall preclude Escrow Agent from acting in any other capacity for Coach or for any other entity.

24. Currency. The currency applicable to any amount payable or receivable under this Agreement is United States dollars.

25. Late Payment. If an amount due to Escrow Agent under this Agreement is not paid within thirty (30) calendar days (subject to any longer time period prescribed herein) after notice to Coach, Coach Representative and Contractor (other than any amount that is subject to good faith dispute), the party whose failure to make the timely payment to Escrow Agent shall pay interest thereon (from the due date to the payment date) at a per annum rate equal to ten (10) percent.

26. Force Majeure. Notwithstanding anything to the contrary hereunder, Escrow Agent shall not be liable for any delay, failure to perform, or other act or non-act resulting from acts beyond its reasonable control, including acts of God, terrorism, shortage of supply, labor difficulties (including strikes), war, civil unrest, fire, floods, electrical outages, equipment or transmission failures, internet interruption, vendor failures (including information technology providers), and other similar causes.

27. No Third Party Beneficiaries. This Agreement and all of its terms and conditions are for the sole and exclusive benefit of the parties hereto and their respective permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable rights, remedy, or claim under or with respect to this Agreement or any term or condition of this Agreement.

28. No Strict Construction. The parties hereto have participated jointly in the negotiation and draft of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it were drafted jointly by the parties hereto,

and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any provision of this Agreement.

29. Priority. In the event of any conflict between the provisions of Schedule A hereto and the remainder of this Agreement, this Agreement shall be construed in a manner prescribed by Escrow Agent acting in good faith.

30. Headings. The headings in this Agreement are for convenience purposes and shall be ignored for purposes of enforcing this Agreement, do not constitute a part of this Agreement, and may not be used by any party hereto to characterize, interpret, limit or affect otherwise any provision of this Agreement.

31. Notwithstanding anything to the contrary contained herein, this Agreement shall not become effective, and the rights and obligations of the parties hereunder shall be of no force and effect, unless and until this Agreement is approved by the Bankruptcy Court.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

COACH AMERICA HOLDINGS, INC.

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

CONTRACTOR:

_____
Laura Hendricks

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,
as Escrow Agent

By: _____
Name:
Title:

REDACTED VERSION

SCHEDULE A

1. Escrow Funds.

Escrow Funds amount: **REDACTED**

Escrow Funds wiring instructions: Re: [Account Name, #]

2. Escrow Agent Fees.

Acceptance Fee:	$6,000.00
Annual Escrow Fee (including first year):	N/A
Out-of-Pocket Expenses:	N/A
TOTAL	$6,000.00

The Acceptance Fee and the Annual Escrow Fee for each year of the term of this Agreement are payable upon execution of this Agreement. In the event the escrow is not funded, the Acceptance Fee and all related expenses, including attorneys' fees, costs and expenses remain due and payable, and if paid, will not be refunded. Annual fees cover a full year in advance, or any part thereof, and thus are not pro-rated in the year of termination.

The fees quoted in this schedule apply to services ordinarily rendered in the administration of an escrow account and are subject to reasonable adjustment, with the written consent of Coach, based on final review of documents, or when Escrow Agent is called upon to undertake unusual or extraordinary duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Agreement, including document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as expenses.

Unless otherwise indicated, the above fees relate to the establishment of one escrow account. Additional sub-accounts governed by this Agreement may incur an additional charge. Transaction costs include charges for wire transfers, checks, internal transfers and securities transactions.

The fees quoted in this schedule are subject to reasonable adjustment by Escrow Agent, with the written consent of Coach, in accordance with its customary practices and if it is called upon to undertake further unusual or extraordinary duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand.

3. Taxpayer Identification/Social Security Numbers.

Coach: 20-5012841

Contractor: **REDACTED**

4. Termination and Disbursement. Unless earlier terminated by the provisions of this Agreement, the Escrow Period will terminate on the date that the balance of the Escrow Funds are disbursed in accordance with this Agreement (as applicable, the "Termination Date"). Coach and Contractor shall have the right to require return of any Escrow Funds remaining in the escrow account on such date by delivering to Escrow Agent a Joint Written Direction, and any Escrow Funds remaining in the escrow account at such time shall be distributed in accordance with Section 4 of this Agreement and the Joint Written Direction; provided, however, that any earnings thereon shall be distributed in accordance with Section 12(b) of this Agreement.

5. Investment Instructions.
Citibank Insured Money Market Account (IMMA)

6. Coach Representative. The following person is hereby designated and appointed as Coach Representative under this Agreement:

Name: Alvarez & Marsal North America ("Alvarez & Marsal"), LLC, Attn: Cari Turner

Specimen signature: _____

Address: 2100 Ross Avenue, 21st Floor, Dallas, Texas 75201

7. Notice Addresses.

If to Coach at:

8150 North Central Expressway
Suite M1000
Dallas, Texas 75206
Attn: Brian Cejka, Chief Restructuring Officer
Tel: (972) 354-3528

If to Coach Representative at:

Alvarez & Marsal North America, LLC
2100 Ross Avenue, 21st Floor
Dallas, Texas 75201
Attn: Cari L. Turner
Tel: (972) 839-2474

If to Contractor at:

REDACTED

If to Escrow Agent at:

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: Corporate Actions
Tel: (718) 921-8200

with copy to:

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: General Counsel
Tel: (718) 921-8200

8. Designated Email Accounts and Telephone Call-Back Numbers (for persons designated to send and receive notices by e-mail).

Coach:

Name	Email Address	Phone
Brian Cejka (CRO)	Bcejka@alvarezandmarsal.com	(972) 354-3528

Coach Representative:

Name	Email Address	Phone
Alvarez & Marsal (Attn: Cari Turner)	cturner@alvarezandmarsal.com	(972) 839-2474

Contractor:

Name	Email Address	Phone
Laura Hendricks	**REDACTED**	**REDACTED**

Escrow Agent:

Name	Email Address	Phone
[Escrow Agent to insert]		

REDACTED VERSION

EXHIBIT A

Form of Compliance Certificate

[**Insert Date of Notice**]

Via Facsimile, e-mail or Regular Mail

American Stock Transfer & Trust Company
6201 15th Avenue
Brooklyn, NY 11219
Attn: _____

Re: Escrow Agreement, dated as of [•], 2012, by and among Coach America Holdings, Inc., Laura Hendricks and American Stock Transfer & Trust Company, as escrow agent (the "Escrow Agreement")

Ladies and Gentlemen:

This letter shall serve as a Conforming Compliance Certificate with respect to [**insert upcoming Disbursement Date or the Final Disbursement Date; only one date may be inserted**]. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Escrow Agreement.

The undersigned hereby represents and warrants that she is, as of the date hereof, and has been, continuously since the Effective Date (as defined in the Underlying Agreement), in compliance with the Covenants Agreement and section 7 and 8 of the Employment Agreement (as each of those terms is defined in the Underlying Agreement).

Please disburse the sum of **REDACTED** to the account designated below on the above referenced Disbursement Date, or, alternatively, if the box is checked below, then no later than the Disbursement Date send a check made payable in the above amount to the undersigned at the address set forth below:

[**INSERT WIRE INSTRUCTIONS**]

☐ If this box is checked, send payment by check to the following address:

_____
_____
_____

The undersigned has executed this notice as of the date first above written, and has caused a copy of this notice to be delivered to Coach (or the Coach Representative).

Very truly yours,

Laura Hendricks

cc: Coach (or the Coach Representative)

REDACTED VERSION

EXHIBIT B

Form of Notice for Claim
("Claim Notice")

Via Facsimile, e-mail or Regular Mail

American Stock Transfer & Trust Company
6201 15th Avenue
Brooklyn, NY 11219
Attn: _____

Re: Escrow Agreement, dated as of [•], 2012, by and among Coach America Holdings, Inc., Laura Hendricks and American Stock Transfer & Trust Company, as escrow agent (the "Escrow Agreement")

Subject to you not receiving an Objection Notice (as defined in the referenced Escrow Agreement) within ten (10) Business Days following Contractor's deemed receipt of this Claim Notice, you are hereby instructed to pay to Coach any Escrow Funds remaining in the escrow account as of the date of disbursement pursuant to Section 4(b) of the Escrow Agreement; provided, however, that any earnings thereon shall be distributed in accordance with Section 12(b) of the Escrow Agreement by reason of the following claim:

This claim is based on the following facts:

[Provide a brief statement of the facts constituting the basis of the claim]

In the event you timely receive an Objection Notice, no disbursement may be made to Coach pursuant to this Claim Notice until the matter is resolved, either by agreement or by a court of competent jurisdiction.

COACH AMERICA HOLDINGS, INC.
a Delaware corporation

By: _____
Name:
Title:

REDACTED VERSION

EXHIBIT C

Form of Objection Notice
("Objection Notice")

Via Facsimile, e-mail or Regular Mail

American Stock Transfer & Trust Company
6201 15th Avenue
Brooklyn, NY 11219
Attn: _____

Re: Escrow Agreement, dated as of [•], 2012, by and among Coach America Holdings, Inc., Laura Hendricks and American Stock Transfer & Trust Company, as escrow agent (the "Escrow Agreement")

In accordance with the referenced Escrow Agreement, you hereby are notified that Contractor disputes the claim against the Escrow Account set out in the Claim Notice (as defined in the Escrow Agreement) of Coach dated _____ (the "Claim").

The basis for disputing such Claim is:

[Insert a paragraph stating the basis for the objection]

Based on this Objection Notice and pursuant to section 4(b) and (c) of the Escrow Agreement, no disbursement may be made to Coach pursuant to the Claim Notice until the matter is resolved, either by agreement or by a court of competent jurisdiction.

CONTRACTOR:

_____
Laura Hendricks